

COMPACT OF SELF-GOVERNANCE
BETWEEN
BOIS FORTE BAND OF CHIPPEWA INDIANS
AND THE UNITED STATES OF AMERICA
FOR INDIAN HEALTH SERVICE PROGRAMS

Article I – Authority and Purpose

Section 1-Authority.

This Compact of Self-Governance (hereinafter referred to as the "Compact") is entered into by the Secretary of Health and Human Services of the United States of America (hereinafter referred to as the "Secretary"), represented by the Director of the Indian Health Service (hereinafter referred to as the "Director"), pursuant to the authority of Title V of the Indian Self-Determination and Education Assistance Act (hereinafter referred to as the "Act"), 25 U.S.C. §450-f et seq., P.L. 93-638, as amended, and P.L. 106-260, and by The Bois Forte Band of Chippewa (hereinafter referred to as the "Band") by the authority of the Constitution and By-laws of the Band, Article V, Section 1A. The Director, by signing this Compact, commits the Secretary, to the extent and within the scope of the Secretary's delegation of authority, to enter into Compacts and Funding Agreements pursuant to Title V of the Act, or as otherwise authorized.

Section 2 – Purpose.

This Compact should be literally construed to achieve the purposes of the Tribal Self-Governance Program as set forth below:

(a) This Compact is to carry out a Tribal Self-Governance Program, which deals in the areas of planning, funding and program operations within the government-to-government relationship between the Band and the United States. Self Governance encourages innovation in order to improve the government-to-government relationship and promote the autonomy of the Band as a government and health care provider.

(b) This Compact is to enable the Band to plan, conduct, consolidate, redesign and administer programs, services, functions, and activities (PSFA) of the Indian Health Service ("IHS") under the terms set forth in this Compact; to reallocate funds for such PSFAs according to Band priorities consistent with Federal law to enhance the effectiveness of long-term stability, financial and otherwise, of the Band; and to permit an orderly transition from the control of the Federal Indian Health Service bureaucracy to the control of the Band in the delivery of health care services to the Band and its community.

(c) This Compact is to enable the United States to maintain and improve its unique and continuing trust relationship with and responsibility to the Band and Indian people. To the extent provided in this Compact and the associated Funding Agreement(s), the responsibility for the PSFAs of the Indian Health Services to meet the health care needs of IHS-eligible person and such other persons as defined by Federal law or as determined pursuant to §813 of the Indian Health Care Improvement Act, 25 U.S.C. §1680c, is transferred to the Band. In fulfilling their responsibilities under the Compact and consistent with the Secretary and the Director will conduct all relations with the Band on a government-to-government basis, as provided in the April 29, 1994 Memorandum from the President of the United States of America to the Heads of Executive Departments and Agencies.

Section 3 – Tribal Law and Forums.

This Compact and the associated Funding Agreement shall be performed under the laws of the Band, which shall govern disputes between Band members, or other persons, and the Band regarding the delivery of services, employment of personnel, and compliance with applicable Band and Federal rules regarding Compact operations construed in accordance with applicable canons of construction and Title V of the Act is not inconsistent. Nothing herein, however shall constitute or be construed as a waiver of Band or Federal sovereign immunity beyond that provided by applicable law, and to the extent that Band law or its application is inconsistent with federal law, the latter shall prevail.

Article II – Terms, Provisions and Conditions

Section 1 – Term.

The original Compact began October 1, 1998. This revision shall take effect October 1, 2004 and shall be extended thereafter as authorized by Title V of the Act, provided the Band has a Funding Agreement ("FA") in effect, and shall be subject to renewal as may be provided by law.

Section 2 – Funding Amount.

The Tribe shall receive shares of the IHS recurring base amount by sub-sub activity in an amount equal to the amount that the Tribe would have been entitled to receive under self-determination contracts including amounts for direct program costs and amounts for contract support costs specified under § 106(a)(2), (3), (5) and (6) of the Act (25 U.S.C. § 450j-1(a)(2), (3), (5), and (6)), including any funds that are specifically related to the provisions by the Secretary of services and benefits to the Tribe or its members, all without regard to the organizational level within the Department where such functions are carried out. Nothing in this Compact shall impair the Tribes eligibility for new programs or dollars on the same basis as other tribes.

Section 3 – Payment Schedule.

Payments shall be made as expeditiously as possible in compliance with applicable law and regulations, and shall include financial arrangements to cover funding periods under continuing resolutions to the extent permitted by such resolutions. For each year covered by the Compact, as permitted by law the Secretary shall pay in lump sum the total

amount specified in the Funding Agreement, or make such other payment as provided in the schedule set forth in the Funding Agreement.

Section 4 – Audits and Allowable Costs.

(a) Annual Audit.

The Band shall submit to the Designated Official of the Secretary (as defined in Article V, Section 1), an annual single organization-wide audit as prescribed by Section 506 (c)(1). Copies of the audit will be sent simultaneously to the IHS Area Office, the IHS Resolution Branch, National External Audit Resources Unit, Review Center- Kansas City, Missouri and the cognizant agency.

(b) Cost Principles.

The Band shall apply cost principles under the applicable OMB circular, as per Section 506(c)(2) of the Act. The IHS agrees that to the extent consistent with the principles of self-governance it will support a request by the Band for any exemption from a requirement imposed by an OMB circular.

(c) Disallowed Costs. Any claim by the Federal Government against the band for funds received under an Funding Agreement relating to any disallowance of costs shall be subject to the provisions of Section 106 (f) of Title I of the Act, 25 U.S.C. §450j-1(f).

Section 5- Records.

The following provisions supplement band law on document disclosure and govern record keeping associated with the Compact.

(a) Access. The Band shall keep records and provide the IHS reasonable access to records such that IHS is able to meet its minimum record-keeping requirements under the federal Records Act, 44 U.S.C. § 3101, et seq., and for the purpose of maintaining records which are needed in the event of retrocession under this Compact or any associated Funding Agreement. The Band and the IHS shall designate the records will be maintained and from time to time review the records systems maintained by the Band to ensure compliance with the requirements of this sections.

(b) Audit Requirement. The Band shall maintain in its record keeping system all documents necessary for the annual audit requirements in Section 4 of this Article, and shall provide reasonable access to such records to the IHS for such purpose.

(c) Except for copies previously provided to the United States by the Band which the Secretary or his or her authorized representative demonstrates are clearly required to be maintained as part of the IHS record keeping system, band records shall not be deemed federal records, and shall not be subject to the Privacy Act, 5 U.S.C 522a, or the freedom of Information Act, 5 U.S.C. 522.

Section 6 – Property.

The following provisions supplement the Band's law on property procurement and management and govern such activity associated with this Compact.

(a) **Transfer of Title.** At the request of the Band, the Secretary or an authorized representative shall, to the extent permitted by Federal law and regulation, and using the process under Section 512 (c) of Title V of the Act, 25 U.S.C. §450j(f), transfer title to or otherwise make available to the Band such real or personal property, facilities, and equipment that the IHS has previously utilized to provide the programs, services, functions and activities (PSFA) now provided by the Band in accordance with the provisions of the Compact and associated Funding Agreement.

(b) **Excess/Surplus Property.** In accordance with Section 512 (c)(2) of Title V of the Act, subject to the agreement of the General Services Administration (GSA) and the Band's request, the Secretary shall make best efforts to acquire such excess and surplus property for donation to the band as may be appropriate to support the programs, services, functions, and activities designated in the Funding Agreement.

(c) **Property Records.** The Band shall determine what capital equipment, leases, rentals and property are necessary to perform its obligations under this Compact and associated Funding Agreement. The Band shall maintain records of such equipment, leases, rentals and property according to the Band's property management procedures.

Section 7 – Use of GSA Motor Vehicles and Travel/Lodging Agreements

Subject to the agreement of GSA and at the Tribe's request, the Secretary shall make best efforts to acquire Interagency Motor Pool vehicles and related services for performance of the activities under this Compact and the associated Funding Agreement in accordance with GSA regulations. In addition, in accordance with § 508(e), of the Act (25 U.S.C. § 458aaa-7(e)), if the Tribe elects to carry out the Compact or Funding Agreement with the use of Federal personnel. Federal supplies (including supplies available from Federal warehouse facilities), Federal supply sources (including lodging, airline transportation, and other means of transportation including the use of interagency motor pool vehicles) or other Federal resources (including supplies, services and resources) such as pharmaceuticals and medical supplies available to the Secretary under any procurement contracts in which the Department is eligible to participate.

Section 8 – Regulatory Authority.

The Secretary and the Band agree that Section 517 (a) govern the application of regulations under this Compact.

Section 9 – Disputes.

The following provisions will govern disputes associated with this Compact.

- (a) All Disputes between the IHS and the Tribe under this Compact or the associated Funding Agreement shall be subject to the provisions of 25 U.S.C. § 450 m-1, and all remedies provided for therein shall be available to the Tribe. Actions and proceedings to enforce the Tribe's rights and the Secretary's obligations under this Compact and the associated Funding Agreement shall be subject to the Equal Access to Justice Act, Public Law 96-481, as amended, to the same extent as are actions and proceedings involving contracts or grants under the Act.
- (b) In the alternative, or in addition to the remedies and procedures in 25 U.S.C. §450 m-1, the parties may use the processes authorized and encouraged in the Administrative Dispute Resolution Act, 5 U.S.C. § 571 *et seq.*, for formal resolution of disputes arising under this Compact and the associated Funding Agreement.
- (c) The parties may use the "Final Offer" option per Section 507(b) and 507 (c)1(c) of the Act (25 U.S.C. § 458aaa-6(b)).

Section 10 – Retrocession.

The provisions of Section 506 (f) of the Act, 25 U.S.C. §450j(e), shall apply to any request for retrocession of this Compact and the AFA, or any other portion thereof.

Section 11- Tribal Administrative Procedures and Due Process of Law.

The Band shall provide due process of law as provided in the Indian Civil Rights Act of 1968, 25 U.S.C. § 1301, *et seq.*, to persons affected by PSFA operated pursuant to this Compact and the associated Funding Agreement.

Section 12- Successor Funding Agreement.

The parties agree to comply with Section 505 (e) of the Act for Successor Agreements.

Section 13 – Savings.

Any savings resulting from the operations of PSFA under this Compact and Funding Agreement shall be governed by Section 507 (f) of the Act.

Article III-Obligations of the Band

Section 1 – Consolidation.

With the exception of the specific responsibilities of the Secretary identified and retained in Article IV, Section 2, and the Funding Agreement, the Tribe will perform and otherwise be responsible for the PSFAs identified in the Funding Agreement. To the extent a PSFA transferred to the Tribe in the Funding Agreement is included within a

contract or grant entered into pursuant to Title I of the Act, or is subject to any obligation arising from such contract or grant, that contract or grant shall be terminated by execution of the appropriate document(s) and the parties' obligations shall be governed by this Compact and the associated Funding Agreement. All funds remaining in such contracts or grants shall be deobligated and reobligated to the Funding Agreement, as necessary to maintain carryover or other funds per Section 508 (i) of the Act.

Section 2 – Amount of Funds.

Shall be set forth in the FA between the Secretary and the Band based on Article II Section 2 of this Compact.

Section 3 – Band Programs. The Band shall be responsible for the administration of PSFAS in the funding agreement to the extent funding is provided.

Section 4 Consolidating of Funding

(a) Consolidating Funds.

The Tribe may consolidate funding from various sources to enhance PSFAs provided under its Funding Agreement. In such cases, the Tribe shall not be required to separate funds so long as the Tribe can provide sufficient data to permit an acceptable financial audit to be conducted. Nothing in this Provision should be construed as expanding the scope of the PSFAs permitted under 25 U.S.C. § 458aaa-4(b)(2).

(b) Treatment as Matching Funds. For purposes of obtaining funds from other sources, the Band may use funds provided under an FA to meet matching or participation requirements under other Federal and non-Federal programs in accordance with Section 512(d) of the Act.

Section 4 – Reallocation.

Reallocation of funds among health PSFAs, as allowed under 25 U.S.C. § 458aaa-4(b)(2), shall not require Secretarial consent, except that the use of funds pursuant to this Compact and associated Funding Agreement shall be subject to specific directives or limitations as may be included in applicable appropriations Acts. In addition, funds may not be transferred from one Indian Health Service appropriations account to another. Specifically, funds from the Indian Health Services accounts may not be used for purposes for which funds in the Indian Health Facilities accounts are appropriated, and vice versa, except as permitted by law.

Section 5 – Medicare/Medicaid and Other Program Income. All Medicare, Medicaid and other program income collected by the Band shall be treated as supplemental funding to that negotiated in the FA and may be retained by the Band to be expended in the current or subsequent fiscal years. Such funds shall not be a basis for reducing the amount of funds to be provided under the FA. Medicare or Medicaid reimbursements collected under Title IV of P.L. 94-437, as amended, shall be used by the Band in

accordance with applicable statutory restrictions on the use of such funds. See, 25 U.S.C. §§ 1641-1645.

Section 6 – Eligibility. In determining eligibility for services, the band shall comply with applicable eligibility provisions in the Indian Health Care Improvement Act, applicable regulations and other federal law, including the provisions concerning services to nonbeneficiaries under §813 (b) (1) (B) of the Indian Health Care Improvement Act, 25 U.S.C. § 1608c(b)(1)(B). Fees collected by the band for services provided pursuant to §813 shall be treated as additional funding supplemental to that negotiated in the Funding Agreement. Such funds shall not be a basis for reducing the amount of funds negotiated in the FA and shall be used solely for the provision of health services.

Article IV – Obligations of the United States

Section 1 – Trust Responsibility. Nothing in this Compact or the associated Funding Agreement waives, modifies or diminishes in any way the Trust responsibility of the United States with respect to the Band or its members which exists under treaties, Executive Orders, Acts of Congress, or otherwise.

Section 2 – Programs Retained.

The Secretary retains responsibility for the PSFAs that are not specifically assumed by the Tribe in the Funding Agreement. The Tribe shall continue to be entitled to benefit from all such retained PSFAs on the same basis as other tribes. The IHS, in consultation with representatives of all tribes, may reorganize to sustain its ability to provide, in the most effective and efficient manner, the PSFAs that have not been included in the Funding Agreement.

Section 3 – Financial and Other Information.

At the Tribe's request, the Secretary shall provide the following financial and other information:

- (1) annual reports of obligations and allowances, including all reports from Headquarters, the Office of Tribal Self-Governance, and the Bemidji Area Office, concerning funds provided to support PSFAs provided by Tribes or tribal organizations under this Compact and funds retained by the IHS to support PSFAs retained by the IHS;
- (2) revisions in such program plans, guidelines, or budgets as they are made;
- (3) prompt notice of any new PSFAs for which the Tribe is eligible.

Article V – Other Provisions

Section 1 – Designated Officials.

On or before the effective date of this Compact, both the Secretary and the Tribe shall provide a written designation of an individual as their representative/liaison.

Section 2 - Indian Preference in Employment, Contracting, and Subcontracting.

The Tribe shall give preference to Indians in training and employment opportunities and in awarding grants and contracts to the greatest extent feasible as required by 25 U.S.C. 450e(b)-(c).

Section 3 – Federal Tort Claims Act Coverage.

- (a) For purposes of Federal Tort Claims Act coverage, the Tribe and its employees (including individuals performing personal services contracts with the Tribe to provide health care services) are deemed to be employees of the Federal government while performing work under this Compact. This status is not changed by the source of the funds used by the Tribe to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Tribe.
- (b) Under this Compact, the Tribe's employees may be required, as a condition of employment, to provide health services to non-IHS beneficiaries in order to meet contractual obligations. These services may be provided in either Tribal or non-Tribal facilities. The employee's status for Federal Tort Claims Act purposes is not affected.

Section 4- Compact Modification or Amendments.

Any request for an amendment to this Compact shall be written and shall require the written consent of the Band and the Secretary. Upon receiving a request for amendment, the party receiving the request shall respond within sixty (60) days of the date of the request by either agreeing to the amendment or providing an explanation of why it will not agree to the proposed amendment. Any amendment shall include a date upon which the amendment shall be effective.

Section 5 – Officials Not to Benefit.

No member of Congress, or resident commissioner, shall be admitted to any share or part of any contract executed pursuant to this Compact, or to any benefit that may arise from such contract. This provision may not be construed to apply to any contract with a party entered into under this Compact if such contract is made with a corporation for the general benefit of the corporation.

Section 6 – Covenant Against Contingent Fees.

The parties warrant that no person or selling agency has been employed or retained to solicit or secure any a contract executed pursuant to this Compact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Band for the purpose of securing business.

Section 7 – Extraordinary or Unforeseen Events.

The intent of this Compact and any associated FA is to obligate the Band to carry out all usual and ordinary functions respecting the PSFAs for which it is expressly assuming responsibility. In the event the Band and the Secretary jointly find that unforeseen or extraordinary events beyond the control of the Band have occurred and that as a consequence there is a significant impact on the ability of the Band to deliver adequate health services, the Band shall have access to additional services and resources to the same extent as such services and resources are available to non-compacting tribes in similar circumstances.

Section 8 – Sovereign Immunity.

Nothing in this Compact or the associated Funding Agreement shall be construed as a waiver by the Band of its Sovereign immunity.

Section 9 – Severability.

- (a) Except as provided in this section, this Compact shall not be considered invalid, void, or voidable if any section or provision of this Compact is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction.
- (b) If Any section or provision of the Compact is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, either party may, at its option, treat this Compact as invalid, void, or voidable in accordance with the provisions of this Compact.
- (c) In the event the parties decide not to treat the Compact as invalid, void, or voidable under subsection (b) of this section, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful, or unenforceable section or provision, in accordance with the provisions of this Compact.

Article VI - Attachments

Section I – Approval of Compact. The resolution of the Bois Forte Reservation Tribal Council approving this Compact is attached hereto as Appendix C.

Section 2- Funding Agreement.

- (a) The resolution of the Bois Forte Reservation Tribal Council approving the Funding Agreement.
- (b) The negotiated and duly approved Funding Agreement identifying the PSFAS and associated resources transferred to the Band is hereby incorporated in its entirety into this Compact and attached hereto as Appendix D.

Section 3 – Treatment of Inconsistent Terms. To the extent that a term or terms in any attachment is inconsistent with the terms of this Compact, the Compact shall govern.

Dated this ____ day of ____, ____.

Dated this 12th day of Oct., 2004.

BOIS FORTE BAND OF CHIPPEWA INDIANS

By: 

Kevin Leecy, Chairperson
Reservation Tribal Council
Bois Forte Band of Chippewa Indians

UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND
HUMAN SERVICES

By: 

Dr. Charles Grim, DDS
Director, Indian Health Services



BOIS FORTE

Reservation Tribal Council

Box 16 • Nett Lake, MN 55772 • 218-757-3261 • FAX 218-757-3312

RESOLUTION NO. 25-2005

WHEREAS, the Bois Forte Band of the Minnesota Chippewa Tribe is a federally-recognized Indian tribe organized under the Indian Reorganization Act of 1934; and

WHEREAS, the lawful governing body of the Band is the Bois Forte Reservation Tribal Council (RTC) and it is authorized to enter into agreements with other governments; and

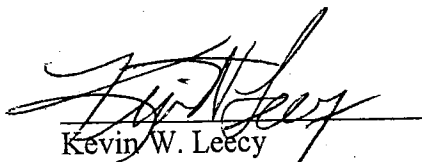
WHEREAS, the RTC and the Secretary of the Department of Health and Human Services first entered into a Self-Governance Compact under federal law for Fiscal Year 1999 and have negotiated a compact that will have an effective date of October 1, 2004; and

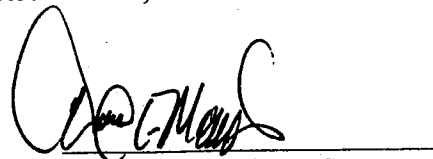
WHEREAS, the RTC finds that it is in the best interests of the Band to approve the Compact of Self-Governance with the Department of Health and Human Services; and

NOW THEREFORE BE IT RESOLVED that the Bois Forte Reservation Tribal Council hereby approves the attached Compact of Self-Governance and authorizes the Chairman to execute and deliver the Compact.

Certification

We do hereby certify that the foregoing resolution was duly presented and enacted upon by a vote of 4 for, 0 against, 0 abstaining, at a special meeting of the Bois Forte Reservation Tribal Council, a quorum being present, held on August 12, 2004 at the Lake Vermilion Sector of the Bois Forte Reservation, Minnesota.


Kevin W. Leecy
Chairman


David C. Morrison, Sr.
Secretary-Treasurer

MULTI-YEAR FUNDING AGREEMENT
BETWEEN
BOIS FORTE BAND OF CHIPPEWA INDIANS
AND
THE UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FOR INDIAN HEALTH SERVICE PROGRAMS
OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2024

Section 1 - Preamble. This Multi-Year Funding Agreement (MFA) between the Bois Forte Band of Chippewa Indians (Band) and the Director of the Indian Health Service (IHS) as delegated by the Secretary of the Department of Health and Human Services (Secretary) of the United States of America. The MFA is incorporated into and governed by the Compact between the Band and the Director. The purpose of this MFA is to set forth the programs, services, functions and activities (PSFAs) and associated funding to be transferred from the IHS to the Band for the multi-year funding period October 1, 2020 through September 30, 2024; to identify the PSFAs and associated funding to be retained by the IHS for the same funding period; and to identify any terms and conditions for implementation of this MFA in addition to those in the Compact. This MFA was negotiated under PL 106-260, Title V of the Indian Self Determination and Education Assistance Act (ISDEAA), 25 U.S.C. §§ 5381-5399, as amended in 2000.

Section 2 - Band Programs and Services.

(a) The Band agrees to provide the PSFAs listed below either directly or by contract. In general the Band will provide clinical and ancillary support services. The Band is committed to and strives to provide quality health services that will meet applicable standards appropriate for the delivery of those health services. To the extent the PSFA descriptions in the Compact or Funding MFA conflict with the new descriptions or definitions provided in the Indian Health Care Improvement Act (IHCIA), as amended shall prevail unless they conflict with the ISDEAA.

(b) The Band agrees to provide the following services:

1. Direct Patient Care: Under a comprehensive health care delivery plan, the Band agrees

to provide the following direct patient care services:

- audiology
- acute patient care
- ambulatory care services
- specialty clinics support
- optometry services
- podiatry services
- pharmaceutical services – Nett Lake and Vermilion
- services provided at the primary health clinics and through contact by telephone within the communities throughout the service area.

2. Ancillary Services: Ancillary services will be maintained at levels sufficient to support medical diagnosis and subject to the availability of funds, including but not limited to laboratory, radiology, pharmacy, social and dietary services.
3. Support Services: A complement of services is required to support the provision of health services to the service area. Such services may include but are not limited to: plant operations, housekeeping, maintenance, personnel, health information and management services, information systems, administration and board support, material management, sterile supply, mailroom, telecommunications, financial, and business office functions.
4. Purchased & Referred Care (PRC): The Band will purchase services not otherwise available or accessible to eligible beneficiaries on a contractual or open-market basis.
5. Alcohol and Drug Treatment (direct and/or contracted): The Band will provide services to reduce substance abuse and associated problems through outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement.
6. Mental Health: The Band will provide services to address family, child, adolescent and community mental health problems. To include Mental Health targeted case management.
7. Dental: The Band will provide services to raise dental health and lower the incidence of dental disease.
8. Environmental Health: The Band will provide services which identify, evaluate, and control the biological, chemical, and physical factors in the environment that may have an adverse impact on health, including waste treatment and disposal, site inspection and investigation, and maintenance of sanitation projects, including water and sewer.
9. Health Education: The Band will provide services to inform, educate, and motivate residents to adopt healthy lifestyles this may include but not limited to diabetes, cardiovascular, hypertension, nutrition, smoking cessation, as well as exercise
10. Community Health Services: The Band will provide community based services to determine health needs, improve health knowledge, and to promote healthy lifestyles

and practices; provide advocacy and administrative services, including transportation to service providers. This may also include in-home health care.

11. Maternal and Child Health Program: The Band will provide prenatal care, family planning, newborn patient education, assistance in risk screening and coordination of prenatal care, child check-ups, car seat education and car seat distribution.
12. Benefits Access Coordination: The Band will provide outreach services for the health care programs e.g. Minnesota Care to its clients in the Service Area. The Band will provide education to help with enrolling clients in health insurance coverage.

Section 3 - Amount Available in Fiscal Year 2019. The amounts which the IHS will make available to the Band pursuant to the Compact for Fiscal Year 2019 are shown in Attachment 1. The Band shall also be eligible for new PLSAs, as well as increases attributable to additional resources being made available, on the same basis as other Tribes. To the extent that the funds provided under this MFA are based on estimates of tribal share funding, the parties agree to correct any errors that may be identified. The amounts negotiated in this MFA are based on the Consolidated Appropriations Act, 2019 and these amounts will be adjusted based only on differences between the Consolidated Appropriations Act, 2018, and the FY2019 appropriation on the same bases as other Area Tribes (utilizing the Area Director approved Tribal Size Adjustment (TSA%)) subject to the availability of appropriations. IHS agrees that prior to making any adjustments to estimated amounts; the IHS will notify and discuss with the Band. For the subsequent years of this MFA, the amounts negotiated will be adjusted based only on differences between the previous FY Congressional Appropriations Act and the actual final appropriations on the same bases as other Area tribes subject to availability of appropriations.

- (a) **Amount Available.** The total amount available to the Band pursuant to the Compact is derived from the IHS budget categories as identified in the Area and Headquarters MFA financial tables, which are attached to and incorporated in this MFA.
- (b) **Tribal Shares Identified but not Compacted.** All shares identified but not compacted by the Band including but not limited to, all general and mandatory increases, will be made available to the Band by IHS should the Band elect to add these funds to its MFA in future years.
- (c) **IHS Funding Currently Not Identified as Tribal Shares.** Any funding not identified as Tribal Shares will be made available to the Band when those funds are subsequently identified as Tribal Shares.
- (d) **Existing and Future Non-Recurring Funds.** All new, and previously undistributed, non-recurring funds available for general distribution, will be added to this MFA on the same basis as other Area tribes.

(e) Other Headquarters Managed Funds. The Band is to remain eligible for distribution of Tribal Share, Management Initiatives, and Director's Emergency funds. Tribal shares of the Management Initiatives and Director's Emergency Funding shall be based on the current approved TSA formula for any balance in a fund at year-end.

(f) Contract Support Funds. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. §5388(c) and §5325. The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the FYs covered by this agreement, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5388(c) and §5325, is \$1,021,576, including \$413,265 for direct CSC and \$608,311 for indirect CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5388(c) and §5325, and to the extent not inconsistent with the ISDEAA, as specified in IHS Manual Part 6, Chapter 3 (approved Apr. 6, 2007). The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

Per Tribal
concurrence
11/4/21

Section 4 - Programs Retained. The IHS shall retain responsibility for providing the PFSA's for all benefits offered to Native Americans not specifically identified as funded in this MFA. The funds retained by the IHS and the programs to which those funds are allocated are summarized in the attached funding tables:

Section 5 - Redesign. The Band under this MFA may redesign or to shift or transfer any of the funding for any PSFA's only if the redesign does not have the effect of denying eligibility for services to population groups otherwise eligible to be served under applicable federal law.

Section 6 - Payment. Notwithstanding any inconsistent Compact terms relating to schedule of payment, the IHS agrees to pay to the Band the amounts due the Band under Section 3 of this MFA in one annual lump sum payment to the Band within thirty (30) days of apportionment with the exception of program formula funds, which will be paid within 30 days of the Area receiving the funds.

Section 7 -Health Status Report. The Band agrees to report on health status and service delivery in accordance with the requirements of Section 507(a)(1) of the ISDEAA, 25 U.S.C. § 5387(a)(1). Government Performance and Results Act (GPRA) indicators will be used as guidance in

measuring the relative costs and benefits of the activities undertaken by the Band in this MFA. The GPRA indicators to be used for FY 2020 are attached as Attachment 2.

Section 8 - Amendment or Modifications of this MFA. Except as otherwise provided by this MFA, the Compact, or by law, any modifications of this MFA shall be in the form of a written amendment and shall require written consent of the Band and the Secretary.

Written consent of the Band and the Secretary shall not be required for issuing amendments which result from increases in actual appropriation levels or which represent an increase in funding for PFSA's identified in this MFA. Such increases include, but are not limited to:

- Program/Area/IIQ Mandatories
- Program/Area/IIQ End-of-year Distributions
- CHIEF
- Medicare and Medicaid Collections

When such an increase in funding occurs, the IHS will notify the Band of the increase in writing.

Section 9 --Opt-In for Medicare-like rates. The Band will opt in to Purchased/Referred Care Rates (a.k.a. Medicare-Like Rates) for PRC and agrees to be bound by 42 CFR part 136, subpart I in the administration and provision of the PRC services carried out under this MFA.

Section 10 – Reassumption. The parties agree that the Secretary will reassume operation of the PFSA's (or portions thereof) and associated funding transferred from IHS to the Band in this MFA only in the event that the requirements of Section 507(a)(2) of the ISDEAA, 25 U.S.C. § 5387(a)(2), are met.

Section 11 -- Statutorily Mandated Grants

In accordance with Section 505 (b)(2) of Title V, 25 U.S.C. § 5385(b)(2), and its implementing regulations, the parties agree that the Secretary will add any statutorily mandated grants awarded, through the IHS to the Band will be added to the MFA after the Grant has been awarded to the Band. Grant funds will be paid to the Band as an advance lump sum payment through the Payment Management System. Interest earned will be used by the Band to enhance the specific statutorily mandated grant program, including reporting requirements, and there will be no reallocation of grant funds or redesign of the grant programs.

Section 12- Services to Non-Beneficiaries:

The Tribe proposes to offer services to non-eligible beneficiaries as authorized and provided for and in compliance with Section 813 of the IITCIA, as amended, 25 U.S.C. § 1680c. The Tribe will provide services under this Funding Agreement to non-eligible beneficiaries as described in Resolution No. 114-2017, attached as Attachment C and incorporated by reference herein. In addition, services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

BOIS FORTE BAND OF CHIPPewa Indians

By: Cathy ChA, Chairwoman Date: 9/2/2021

By: David Mornson, Sr. Date: 9/4/2021
Secretary/Treasurer

UNITED STATES DEPARTMENT
OF HEALTH AND HUMAN SERVICES

By: **Phillip B. Smith -S** Digitally signed by Phillip B. Smith -S
Date: 2021.11.29 15:28:10 -05'00'
Date: 29 NOV 2021
~~Michael Weahkee~~
~~Principal Director, Indian Health Service~~
Indian Health Service

Per Tribal
concurrence
11/4/21
for



BOIS FORTE

Reservation Tribal Council

Box 16 • Nett Lake, MN 55772 • 218-757-3261 • FAX 218-757-3312

RESOLUTION NO. 25-2005

WHEREAS, the Bois Forte Band of the Minnesota Chippewa Tribe is a federally-recognized Indian tribe organized under the Indian Reorganization Act of 1934; and

WHEREAS, the lawful governing body of the Band is the Bois Forte Reservation Tribal Council (RTC) and it is authorized to enter into agreements with other governments; and

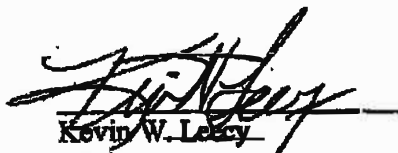
WHEREAS, the RTC and the Secretary of the Department of Health and Human Services first entered into a Self-Governance Compact under federal law for Fiscal Year 1999 and have negotiated a compact that will have an effective date of October 1, 2004; and


WHEREAS, the RTC finds that it is in the best interests of the Band to approve the Compact of Self-Governance with the Department of Health and Human Services; and

NOW THEREFORE BE IT RESOLVED that the Bois Forte Reservation Tribal Council hereby approves the attached Compact of Self-Governance and authorizes the Chairman to execute and deliver the Compact.

Certification

We do hereby certify that the foregoing resolution was duly presented and enacted upon by a vote of 4 for, 0 against, 0 abstaining, at a special meeting of the Bois Forte Reservation Tribal Council, a quorum being present, held on August 12, 2004 at the Lake Vermilion Sector of the Bois Forte Reservation, Minnesota.


Kevin W. Leary
Chairman


David C. Morrison
Secretary-Treasurer



Bois Forte

TRIBAL GOVERNMENT

Resolution No. 114 - 2017

WHEREAS, the Bois Forte Band of the Minnesota Chippewa Tribe is a federally-recognized Indian tribe organized under the Indian Reorganization Act of 1934; and

WHEREAS, the lawful governing body of the Band is the Bois Forte Reservation Tribal Council (RTC) and it is authorized to enter into agreements with other governments; and

WHEREAS, the RTC and the Secretary of the Department of Health and Human Services first entered into a Self-Governance Compact under federal law for Fiscal Year 1999 and have negotiated a compact that had an effective date of October 1, 2004; and

WHEREAS, the Compact authorized the Band to provide services to non-eligible individuals provided it complies with Section 813 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1680c(c)(2). Section 813 provides that a tribe or tribal organization which operates a health care facility present, make its own determination whether to provide health services to person not otherwise eligible (i.e., non-beneficiaries) to receive IHS funded health services. The Compact also has a similar provision; and

WHEREAS, one of the relevant considerations and a circumstance that must be present in order to satisfy the requirements of Section 813 for the provision of services to non-beneficiaries is that doing so will not result in a denial or a diminution of services to eligible beneficiaries and


NOW THEREFORE BE IT RESOLVED that the Bois Forte Reservation Tribal Council finds that the provision of treatment to eligible beneficiaries and to non-beneficiaries alike will not result in denial or diminutions of health services to beneficiaries; and

FURTHER IT BE RESOLVED that persons covered by self-insurance health benefits plan sponsored by the Band or a subordinate entity of the Band, a person residing on the Bois Forte Reservation who has health and dental insurance coverage, or a household member of an employee of the Band or a subordinate entity of the Band who has health and/or dental insurance coverage are determined by the Band to have close social and economic ties to the Band and therefore eligible for services of Bois Forte Health and Human Services, provided that such status shall not, by itself, extend Purchased Referred Care eligibility to such persons.

CERTIFICATION

We do hereby certify that the foregoing resolution was duly presented and enacted upon by a vote of 4 for, 0 against, 0 abstaining, at a special meeting of the Bois Forte Reservation Tribal Council, a quorum being present, held on June 7, 2017 at the Lake Vermilion Sector of the Bois Forte Reservation.


Cathy Chavers
Chairwoman


David C. Morrison, Sr.
Secretary-Treasurer

TRIBE: BOIS FORTE 10/1/19 - 8/30/20
DATE: 4/22/2019

BEMIDJI AREA - Pre-Negotiation Sheet DRAFT

2020 AFA Detail By Account

Prepared by:

Based on 2019 Appropriations

A	B	C	D	E	F	G	H	I
Item Numbers From Tables	FA SHARES BY AREA ACCOUNT	Sub-Sub	Total Starting Base	Initial Shares	Mandatory Increases	Shares Eligible	Retained Amount	Negotiated Amount
Health Services Account								
301	Area Director	H/C	415,260	7,359		7,359	0	7,359
302	Program Planning	H/C	74,683	1,323		1,323	0	1,323
304	CMO/OCS Support	H/C	167,728	2,972		2,972	0	2,972
305	Behavioral Health	ASA	94,199	1,669		1,669	1,669	0
306	Recruitment	H/C	91,709	1,625		1,625	1,625	0
307	Non-Contractable	H/C	221,944	6,876		6,876	0	6,876
309	Purchased/Referred Care	H/C	79,698	1,412		1,412	0	1,412
310	Executive Officer & Support	H/C	152,179	2,697		2,697	0	2,697
311	Budget	H/C	233,819	4,143		4,143	0	4,143
312	Contracting	H/C	425,410	7,538		7,538	0	7,538
313	Office Services	H/C	92,372	1,637		1,637	0	1,637
314	MIS	H/C	398,154	7,055		7,055	7,055	0
	TOTAL HEALTH SERVICES ACCOUNT		2,447,157	46,306		46,306	10,349	35,956
AREA OEHE*								
319	Facility Support		142,826	2,284		2,284	2,284	0
320	Environmental Health Support		323,003	9,403		9,403	9,403	0
321	Engineering Services		97,500	1,558		1,558	1,558	0
322	SFC Area		482,080	20,869		20,869	20,869	0
	TOTAL AREA OEHE		1,045,509	34,114		34,114	34,114	0
AREA MANAGED*								
	Alcohol Reg. Trmt. Ctrs.					0		0
326A	OEHS Sanitarian (Field)		775,208	24,877		24,877	24,877	0
326B	OEHS Sanitarian (District)		193,802	5,642		5,642	5,642	0
327	SFC Field OEHS Engineer		1,875,815	32,310		32,310	32,310	0
328	M&I - Includes Pool Project		2,456,537	49,075		49,075	0	49,075
328A	Equipment		741,028	17,440		17,440	0	17,440
	TOTAL AREA MANAGED		6,042,390	129,344		129,344	62,829	66,515
TRIBES OPERATING UNIT								
BASE FUNDING								
	Hospitals & Clinics	1/ H/C	100,866,351	1,009,446	0	1,009,446	50,613	958,833
	Dental	DEN	4,353,359	97,784	0	97,784	0	97,784
	Mental Health	M/H	2,290,425	11,716	0	11,716	0	11,716
	Alcohol/Substance Abuse	ASA	10,250,048	134,191	0	134,191	0	134,191
	Public Health Nursing	PHN	2,202,977	12,040	0	12,040	0	12,040
	Health Education	HE	623,254	1,779	0	1,779	0	1,779
	Community Health Reps.	CHR	4,858,003	101,040	0	101,040	0	101,040
	Purchased/Referred Care	PRC	85,534,343	1,268,460	0	1,268,460	0	1,268,460
	Direct Contract Support Costs	DCSC	18,648,840	413,265	0	413,265	0	413,265
	Indirect Contract Support Costs	2/ IDCSC	19,264,843	608,312	0	608,312	0	608,312
341	Environmental Health	OEHS	33,000	1,000	0	1,000	0	1,000
	TRIBE BASE TOTAL		228,925,443	3,659,033	0	3,659,033	50,613	3,608,420
	TOTAL BEMIDJI AREA		238,480,499	3,868,787	0	3,868,787	157,904	3,710,891
1/ Buy Back Services								
	Bio-Med					28,301	28,301	
	Health Information Management (HIM)					7,631	7,631	
	Vista Imaging (Vista)					11,173		C
	Clinical Informaticist (CI)					6,301	6,301	
	Business Office Coordinator (BOC)					8,060	0	
	Inter-Operability (IO)					8,380	6,333	
	Pharmacy Informaticist (Rx I)					9,869	0	
	Total Buy Back Service					79,715	50,613	
	GRAND TOTAL			\$3,868,787	\$0	\$3,868,787	\$157,904	\$3,710,891

1/ Withheld Pursuant to 25 U.S.C. § 458aaa-7(e) and (f) and 42 C.F.R. § 137.95 for buyback services: Bio-med, HIM, CI, and IO

2/ Indirect Contract Support Costs (IDC) are nonrecurring, must be justified annually, and can only be used for IDC.

* OEHS funds are based on workload and change each year

Reviewed by Finance: _____ Date: _____

Table #4:

HQ PFSAs for FY 2020 TSA and Program Formula Lines **PSFA Budget and Available Shares**

Interim Estimates Based on FY 2019 IHS Appropriation

BOIS FORTE FA

*TSA Shares allocable to
this contract or compact*

\$90,893⁴

01-Hospitals and Clinics	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0101 - Emergency Fund	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$3,956,016				
0105 - Management Initiatives	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$2,049,512				
0106 - A.C.G. Contract	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$98,592	\$103	\$103		103
0107 - H.P./D.P. Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,484,867	\$1,784	\$1,783		1,784
0110 - N.E.C.I.	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,107,951	\$1,158	\$1,158		1,158
0111 - Nurse Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,287,656	\$1,347	\$1,347		1,347
0112 - Nursing Costeps	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$648,528	\$677	\$678		677
0113 - Chief Clinical Consultant	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$277,340	\$290	\$290		290
0115 - Emergency Medical Svcs	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$465,222	\$487	\$487		487
0117 - Traditional Advocacy Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$100,578	\$106	\$106		106
0118 - Research Projects	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,283,252	\$1,335	\$1,335		1,335
0119 - A.A.I.P. Contract	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$26,731	\$27	\$27		27
0120 - Clinical Support Center-Phoenix	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,744,883	\$1,825	\$1,825		1,825
0121 - Costeps-Non Physicians	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$81,839	\$86	\$85		86
0123 - Physician Residency	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$277,416	\$291	\$290		291
0124 - Recruitment/Retention	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$2,057,393	\$2,152	\$2,152		2,152
0125 - U.S.U.H.S., etc.	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,071,317	\$3,212	\$3,212		3,212
0126 - D.I.R. Support Fund	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$24,915,898	\$25,987		25,987	
0127 - Evaluation	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,063,992	\$1,114	\$1,113		1,114
0128 - National Indian Health Board	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$459,114	\$477	\$476		477
0129 - Albuquerque/HQ Administration	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$892,404	\$926	\$927		926
0130 - Nutrition Training Center	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$345,053	\$391	\$391		391
0131 - Diabetes Program-Albuquerque/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,295,589	\$1,411	\$1,412		1,411
0132 - Cancer Prevention-Albuquerque/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$716,968	\$786	\$786		786
0133 - Health Records	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$136,277	\$112	\$112		112
0134 - AIDS Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$422,971	\$502	\$502		502
0135 - Handicapped Children	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$346,083	\$381	\$381		381
0137 - National DIR Support-Albuquerque/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$8,292,508	\$8,709		8,709	
0154 - Prescription Drug Monitoring	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,002,361	\$1,038	\$1,038		1,038
		\$61,908,311	\$58,714	\$22,016		

22018

2170

02-Dental Health	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0201 - IHS Dental Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,705,120	\$1,475	\$1,475		1,475
0202 - IHS Dental Program - PgmFormula	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$5,269,192				
		\$6,974,312	\$1,475	\$1,475		

03-Mental Health	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
-------------------------	---------------	---------------	---------------	---------------------------	---------------	-----------------

Friday, September 14, 2018

BOIS FORTE FA

Other: _____

Note: For shares in line 2401-2405, please refer to Table 4F to be provided by Area.

Retain Contract

--	--

* Displays shares contracted previously adjusted for inflation and pay costs. If inter-tribal agreements applies, the contracted amount may include additional shares belonging to other Tribes for services this contract provides to them.

Negotiated Totals

Retain Contract

37,547	53,347
--------	--------

These NOTES clarify guidance that has been printed on Table #4 since 1997. The clarification more fully describes but does not alter policies in effect. The term "contracted" here means both contract and compact agreements.

FREESTANDING AND CONNECTED PSFA: Column 7 of Table #3 identifies whether a headquarters (HQ) PSFA is either freestanding or intricately connected with a corresponding PSFA based in the field. The majority of HQ PSFAs are freestanding, e.g., independent of field based PSFA. A Tribe may contract for freestanding HQ PSFAs whether or not it contracts for field based PSFAs. Alternatively, 17 HQ based PSFA are intricately connected with field based PSFA. If a Tribe considers contracting any of the intricately connected HQ PSFA without contracting the operationally connected field based PSFA, the IHS ALN may be able to identify potential trade-offs of contracting one without the other.

PARTIAL SHARES: If a Tribe chooses to contract for a portion of a HQ based PSFA and retain IHS to carry out the remaining portion, record the portions of contracted and retained funding in spaces provided on Table 4. Separately note the extent and type of services that HQ will provide to the contract with the retained funds. If the period of contract performance is less than a full year, the fraction of full year funds to be contracted is the fraction of the full year period that is to be contracted.

TRIBAL SIZE ADJUSTMENT (TSA) FORMULA: Because individual custom formula are burdensome and impractical for all 76 HQ PSFA, a generalized TSA formula developed with Tribal consultation applies to the majority of HQ PSFA. Shares were jointly calculated for the majority of HQ PSFA by the TSA formula in 1997.

PROTECTIONS AND PROPORTIONAL ADJUSTMENTS: In accordance with Section 508(d)(1)(C)(ii) of the ISDEAA, Tribal shares are protected from reductions in subsequent years except for narrow reasons specified in statute. Therefore, in years after 1997 each Tribe's base shares are adjusted higher if additional appropriations are provided to maintain current services levels, e.g., inflation and pay costs, or adjusted lower if a budget rescission, sequester, or appropriation reduction applies. Any such adjustments apply in a proportional manner to all shares. However, if 1) additional funds are appropriated to expand the scope or extent of performance of HQ PSFAs and 2) such funds are not earmarked or narrowly restricted, then for such funding increases the IHS determines each Tribe's additional share by reapplying the TSA formula to the latest available population data. Any such calculated additional shares are added to the Tribe's base shares for subsequent years. Shares determined by the TSA formula are considered recurring to the contract except in cases specified in statute.

PROGRAM FORMULA (PF) PSFA: A formula customized for an individual PSFA applies to a few HQ PSFA. Such program formula maybe recalculated annually and calculated shares may change from year to year. For example, Facilities and Environmental Health Support, lines 2401 - 2401, are recomputed annually and are displayed in separate Table 4F. If program formula calculations are incomplete at the time Table 4 is printed, blanks are displayed for the PSFA, but shares may be awarded later after program formula calculations are complete.

ROUNDING: Amounts may not exactly match due to rounding.

0301 - Technical Assistance	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,542,507	\$1,601	\$1,601		1,601
0302 - C.M.I. Grants	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$628,310	\$655	\$655		655
0303 - National Conference	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$107,552	\$112	\$112		112
0305 - Technical Assistance - PgmFormula	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$0				
		\$2,278,369	\$2,368	\$2,368		

2368

04-Alcohol/Sub. Abuse	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0401 - Clinical Advocacy	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,148,617	\$3,314	\$3,314		3,314
0402 - Collaborative Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$848,033	\$886	\$886		886
		\$3,996,650	\$4,200	\$4,200		

4200

05-Purchased/Referred C	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0504 - PRC Reserve and Undistributed	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,377,832	\$3,370	\$3,370		3,370
		\$3,377,832	\$3,370	\$3,370		

06-Public Health Nursing	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0601 - Preventive Health Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$951,210	\$973	\$973		973
		\$951,210	\$973	\$973		

07-Health Education	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0701 - IHS Health Education Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,133,793	\$1,192	\$1,192		1,192
		\$1,133,793	\$1,192	\$1,192		

08-CHR	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0801 - IHS CHR Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$2,412,266	\$2,519	\$2,519		2,519
		\$2,412,266	\$2,519	\$2,519		

13-Direct Operations	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
1301 - Direct Operations - Rockville	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$16,564,335	\$17,382	\$14,531	2,851	14,531
1302 - Direct Operations - Dental	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$800,000	\$701	\$701		701
		\$17,364,335	\$18,083	\$15,232		

Bois Forte

Title: V

			Area			Headquarters					
			FY-2018	FY-2019	FY-2019		FY-2018	FY-2019	FY-2019	FY-2019	
Activity Description			Actual	Available	Negotiated	Base Thru	Share Factor	Actual	Av 106a	Calcul	Negot
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
		1 Routine M&I IHS owned Facility									
		2 Routine M&I Tribally owned Facility									
		3 Project M&I IHS owned Facility									
		4 Project M&I Tribally owned Facility	62,320	65,434	65,434						
	a	Subtotal Non-base (26)	62,320	65,434	65,434						
	b	Subtotal base (26)									
2100		Total M&I (26)	62,320	65,434	65,434						
		5 M&I Environmental Remediation Projects									
2200		9 Sanitation Facilities (P.L. 86-121 Projs) (00)	Available through amendment process								
2300		10 Health Care Facilities (NEW) (00)									
		Facilities and Environ Health Support (2400)									
		Environ Health Support Account (EHSA)									
		11 San Fac Constr (SFC) Support -Proj Related	0	45,076	0						
		12 AO SFC Program Mgmt - Proj Related									
		13 SFC Support - Non-project Related	0	42,594	0						
		14 AO SFC Program Management-Non-project Related									
		15 Other:									
	a	Subtotal Non-Base (27)	0	87,670	0						
	b	Subtotal Base (27)									
	c	Subtot HQ-OEHE Support -SFC Non-Base (29)					0.0535	0	4690.345		0
	d	Subtotal HQ-OEHE Support -SFC Base (29)						0	0		0
2401		Total HQ-OEHE Support - SFC Related (29)						0	4690.345		0
		16 Environ Health Services - Basic Program	0	50,811	0						
		17 Environ Health Services - Institutional Hlth									
		18 Environ Health Services - Injury Prevention									
		19 AO Environmental Health Services Support									
		20 Other: Recurring Base	1,000	1,000	1,000						
	a	Subtotal Non-Base (27)	1,000	51,811	1,000						
	b	Subtotal Base (27)									
	c	Subtot HQ-OEHE Support EHS Non-Base (29)					0.0535	0	2,772		54
	d	Subtotal HQ-OEHE Support EHS Base (29)						0	0		0
2402		Total HQ-OEHE Support - EHS Related (29)						0	2,772		54
		Facilities Support Account (FSA)									
		31 Service Unit Operations									
		32 Biomedical									
		33 AO FSA Support	0	3,408	0						
		34 AO Real Property Support									
		35 AO Biomedical Program									
		36 M&I Engineering Support	0	2,078	0						
		37 Other:									
		Total FSA (28)	0	5,478	0						
2403		HQ Facilities and Real Property Support									
	a	Total HQ - OEHE Support - FSA Related (29)					0.0165	0	0	0	0
	b	Property(based on net # of bldgs transferred to tribe) (29)					214.38	0	0	0	0
2404		Facilities Planning and Construction Support									
		Engineering Services Support									
	a	M&I Contracting Services (29)					0.0085	0	553		553
	b	New Health Care Facilities (29)									
		TOTAL Facilities and Environ Support (29)	1,000	144,959	1,000			0	8,016		607
		Equipment Replacement (01)	24,372	23,253	23,253						
		SubTotal (Non-Base)	87,692	233,646	89,687			0	8,016		607
		SubTotal (Base Budget Pilot	0	0	0			0	0		0
		GRAND TOTAL	87,692	233,646	89,687			0	8,016		607

SELF-GOVERNANCE FA TABLE
Tribe: Bois Forte

FY: 2020 FA #:67G990057

Date:

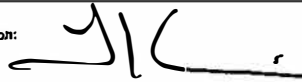
SUB-SUB ACTIVITY		PROGRAM			AREA			HEADQUARTERS			TOTALS				
		FA Amount	WITHHELD for Services	Pgm Total Amount to Be Rec'd	FA Amount	Retained Services	Area Total Amount to Be Rec'd	FA Amount	Retained Services	HQ Total Amount to Be Rec'd	FA Amount	Retained Services	FA Total Amount to Be Rec'd		
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)		
(1)	Hospitals & Clinics	1,009,446	1	50,613	958,833	44,637	2	8,680	35,957	56,714	34,096	22,018	1,110,797	93,988	1,016,808
(2)	Dental	97,784		0	97,784	0		0	0	2,176	0	2,176	99,960	0	99,960
(3)	Mental Health	11,716		0	11,716	0		0	0	2,368	0	2,368	14,084	0	14,084
(4)	Alcohol & Subst Abuse	134,191		0	134,191	1,669		1,669	0	4,200	0	4,200	140,060	1,669	138,391
(5)	Reimbursements	0		0	0	0		0	0	0	0	0	0	0	0
(6)	Public Health Nursing	12,040		0	12,040	0		0	0	973	0	973	13,013	0	13,013
(7)	Health Education	1,779		0	1,779	0		0	0	1,192	0	1,192	2,971	0	2,971
(8)	Community Health Reps.	101,040		0	101,040	0		0	0	2,519	0	2,519	103,559	0	103,559
(9)	Immunization AK	0		0	0	0		0	0	0	0	0	0	0	0
(10)	Direct Operations	0		0	0	0		0	0	17,382	2,851	14,531	17,382	2,851	14,531
(11)	Contr Supp Costs-Direct	413,265		0	413,265	0		0	0	0	0	0	413,265	0	413,265
(12)	Contr Supp Costs-Indirect	608,312		0	608,312	0		0	0	0	0	0	608,312	0	608,312
(13)	Self-Governance	0		0	0	0		0	0	0	0	0	0	0	0
(14)	Other, Services (Annual)	0		0	0	0		0	0	0	0	0	0	0	0
(15)	Total, Services	2,389,573		50,613	2,338,960	46,306		10,349	35,957	87,524	37,547	49,977	2,523,403	98,508	2,424,894
(16)	Purchased/Referred Care	1,268,460		0	1,268,460	0		0	0	3,370	0	3,370	1,271,830	0	1,271,830
(17)	Environ Hlth Support	1,000		0	1,000	93,101		93,101	0	8,015	7,408	607	102,116	100,509	1,607
(18)	Facilities Support	0		0	0	3,842		3,842	0	0	0	0	3,842	3,842	0
(19)	SFC Support	0		0	0	0		0	0	0	0	0	0	0	0
(20)	Maint & Improvement	49,075		0	49,075	0		0	0	0	0	0	49,075	0	49,075
(21)	Sanit Facilities - Housing	0		0	0	0		0	0	0	0	0	0	0	0
(22)	Sanit Facilities - Regular	0		0	0	0		0	0	0	0	0	0	0	0
(23)	Equipment	17,440		0	17,440	0		0	0	0	0	0	17,440	0	17,440
(24)	Total, Indian Hlth Facil	67,515		0	67,515	96,943		96,943	0	8,015	7,408	607	172,473	104,351	68,122
(25)	Catastrophic	0		0	0	0		0	0	0	0	0	0	0	0
(26)	Medicare	0		0	0	0		0	0	0	0	0	0	0	0
(27)	Medicaid	0		0	0	0		0	0	0	0	0	0	0	0
(28)	Other	0		0	0	0		0	0	0	0	0	0	0	0
(29)	Total, No-year IHS	0		0	0	0		0	0	0	0	0	0	0	0
(30)	Quarters	0		0	0	0		0	0	0	0	0	0	0	0
(31)	Contract Hlth Svs (pr yr)	0		0	0	0		0	0	0	0	0	0	0	0
(32)	Indian Hlth Facil (pr yr)	0		0	0	0		0	0	0	0	0	0	0	0
(33)	Other 1/	0		0	0	0		0	0	0	0	0	0	0	0
(34)	Total, Other	0		0	0	0		0	0	0	0	0	0	0	0
(35)	GRAND TOTAL, FA	3,725,548		50,613	3,674,935	143,249		107,292	35,957	98,909	44,955	53,954	3,967,706	202,859	3,764,846

Remarks:

1/ Buyback: Biomed, HIM, CI, IO

2/ MIS, Recruitment

Certification:

 11/1/19

Cumulative Funding Report
Tribe: Bois Forte Band of Chippewa Indians

FA # 67G990057

Updated through Amendment # 00

FY: 2020

Date: 10/01/2019

SUB SUB ACTIVITY	PROGRAM			AREA OFFICE TRIBAL SHARES			HEADQUARTERS TRIBAL SHARES			TOTALS		
	FA Amount	Retained Services	Pgm Total Amount to Be Rec'd	FA Amount	Retained Services	Area Total Amount to Be Rec'd	FA Amount	Retained Services	HQ Total Amount to Be Rec'd	FA Amount	Retained Services	FA Total Amount to Be Rec'd
Hospitals & Clinics (Prior Year)	\$1,009,446	(\$50,613)	\$958,833	\$44,637	(\$8,680)	\$35,957	\$56,714	(\$34,696)	\$22,018	\$1,110,797	(\$93,989)	\$1,016,808
Dental (Prior Year)	\$97,784	\$0	\$97,784	\$0	\$0	\$0	\$2,176	\$0	\$2,176	\$99,960	\$0	\$99,960
Mental Health (Prior Year)	\$11,716	\$0	\$11,716	\$0	\$0	\$0	\$2,368	\$0	\$2,368	\$14,084	\$0	\$14,084
Alcohol & Substance Abuse (Prior Year)	\$134,191	\$0	\$134,191	\$1,669	(\$1,669)	\$0	\$4,200	\$0	\$4,200	\$140,060	(\$1,669)	\$138,391
Public Health Nursing (Prior Year)	\$12,040	\$0	\$12,040	\$0	\$0	\$0	\$973	\$0	\$973	\$13,013	\$0	\$13,013
Health Education (Prior Year)	\$1,779	\$0	\$1,779	\$0	\$0	\$0	\$1,192	\$0	\$1,192	\$2,971	\$0	\$2,971
Community Health Reps. (Prior Year)	\$101,040	\$0	\$101,040	\$0	\$0	\$0	\$2,519	\$0	\$2,519	\$103,559	\$0	\$103,559
Direct Operations (Prior Year)	\$0	\$0	\$0	\$0	\$0	\$0	\$17,382	(\$2,851)	\$14,531	\$17,382	(\$2,851)	\$14,531
TOTAL, Services (Prior Year)	\$1,367,996	(\$50,613)	\$1,317,383	\$46,306	(\$10,349)	\$35,957	\$87,524	(\$37,547)	\$49,977	\$1,501,826	(\$98,509)	\$1,403,317
Purchased/Referred Care	\$1,268,460	\$0	\$1,268,460	\$0	\$0	\$0	\$3,370	\$0	\$3,370	\$1,271,830	\$0	\$1,271,830
TOTAL, Services (No-year)	\$1,268,460	\$0	\$1,268,460	\$0	\$0	\$0	\$3,370	\$0	\$3,370	\$1,271,830	\$0	\$1,271,830
Environmental Health Support	\$1,000	\$0	\$1,000	\$93,101	(\$93,101)	\$0	\$8,015	(\$7,408)	\$607	\$102,116	(\$100,509)	\$1,607
Facilities Support	\$0	\$0	\$0	\$3,842	(\$3,842)	\$0	\$0	\$0	\$0	\$3,842	(\$3,842)	\$0
Maintenance & Improvement	\$49,075	\$0	\$49,075	\$0	\$0	\$0	\$0	\$0	\$0	\$49,075	\$0	\$49,075
Equipment	\$17,440	\$0	\$17,440	\$0	\$0	\$0	\$0	\$0	\$0	\$17,440	\$0	\$17,440
TOTAL, Facilities	\$67,515	\$0	\$67,515	\$96,943	(\$96,943)	\$0	\$8,015	(\$7,408)	\$607	\$172,473	(\$104,351)	\$68,122
FY 20 CSC - Direct	\$413,265	\$0	\$413,265	\$0	\$0	\$0	\$0	\$0	\$0	\$413,265	\$0	\$413,265
FY 20 CSC - Indirect	\$608,312	\$0	\$608,312	\$0	\$0	\$0	\$0	\$0	\$0	\$608,312	\$0	\$608,312
TOTAL, FY 20 CSC	\$1,021,577	\$0	\$1,021,577	\$0	\$0	\$0	\$0	\$0	\$0	\$1,021,577	\$0	\$1,021,577
GRAND TOTAL, FA	\$3,725,548	(\$50,613)	\$3,674,935	\$143,249	(\$107,292)	\$35,957	\$98,909	(\$44,955)	\$53,954	\$3,967,706	(\$202,860)	\$3,764,846

IHS FY 2018, 2019, 2020 Performance (GPRAMA & Budget) Measures –Tribal, IHS Direct, and Urban Programs

Table 1: GPRAMA Measure. Data reported from the Integrated Data Collection System Data Mart (IDCS DM)

Performance Measure	FY 2018 Target	FY 2019 Target	FY 2020 Target	Measure Lead
Domestic (Intimate Partner) Violence Screening: Percentage of women who are screened for domestic violence at health care facilities.	Achieve target rate of 41.6% Result: 38.1% Not Met	Achieve target rate of 41.6% Result: 36.3% Not Met	Achieve target rate of 41.5%	Erica Goumeau, BSN RN OCPS/DBH 301-795-8934

Table 2: GPRA and Budget Measures reported from the Integrated Data Collection System Data Mart (IDCS DM)

Performance Measure	FY 2018 Target	FY 2019 Target	FY 2020 Target	Measure Lead
Diabetes: Good Glycemic Control: Percentage of patients with diagnosed diabetes with good glycemic control (A1c less than [$<$] 8.0).	Achieve target rate of 36.2% Result: 36.8% Met	Discontinued	Discontinued	Ann Bullock, MD OCPS/DDTP 844-447-3387
Diabetes: Poor Glycemic Control: Percentage of patients with diagnosed diabetes with poor glycemic control (A1c greater than [$>$] 9.0).	N/A	Set Baseline Result: 17.4% Met	Achieve target rate of 17.4%	Ann Bullock, MD OCPS/DDTP 844-447-3387
Diabetes: Blood Pressure Control: Percentage of patients with diagnosed diabetes that have achieved blood pressure control (less than [$<$] 140/90).	Achieve target rate of 52.3% Result: 55.6% Met	Achieve target rate of 52.3% Result: 57.2% Met	Achieve target rate of 60.5%	Ann Bullock, MD OCPS/DDTP 844-447-3387
Diabetes: Statin Therapy to Reduce CVD Risk in Patients with Diabetes: Percentage of patients with diagnosed diabetes who received a prescription for statin therapy.	Achieve target rate of 37.5% Result: 47.4% Met	Achieve target rate of 37.5% Result: 47.4% Met	Achieve target rate of 51.6%	Ann Bullock, MD OCPS/DDTP 844-447-3387
Diabetes: Nephropathy Assessment: Percentage of patients with diagnosed diabetes assessed for nephropathy.	Achieve target rate of 34.0% Result: 44.2% Met	Achieve target rate of 34.0% Result: 44.0% Met	Achieve target rate of 48.1%	Ann Bullock, MD OCPS/DDTP 844-447-3387
Diabetes: Retinopathy: Percentage of patients with diagnosed diabetes who received an annual retinal examination.	Achieve target rate of 49.7% Result: 49.2% Not Met	Achieve target rate of 49.7% Result: 49.7% Met	Achieve target rate of 53.5%	Dawn Clary, OD PIMC 602-263-1505

IHS FY 2018, 2019, 2020 Performance (GPRA) Measures –Tribal, IHS Direct, and Urban Programs

Performance Measure	FY 2018 Target	FY 2019 Target	FY 2020 Target	Measure Lead
Cancer Screening: Pap Screening Rates: Percentage of women age 24–64 who have had a Pap screen within the previous three years or if patient is 30–64 years of age, either a Pap smear within the past three years or a Pap smear and an HPV DNA documented on the same day within the past 5 years.	Achieve target rate of 35.9% Result: 36.0% Met	Achieve target rate of 35.9% Result: 37.1% Met	Achieve target rate of 39.2%	Suzanne England GPA 605-462-6155 x6241
Cancer Screening: Mammogram Rates: Percentage of eligible women who have had mammography screening within the previous two years. In FY 2018 this measure tracked patients age 52–64 years; as of FY 2019 it tracks patients age 52–74 years	Achieve target rate of 42.0% Result: 42.6% Met	Set Baseline Result: 42.0% Met	Achieve target rate of 42.0%	Suzanne England GPA 605-462-6155 x6241
Cancer Screening: Colorectal Cancer Screening Rates: Percentage of patients age 50–75 who have had appropriate colorectal cancer screening.	Achieve target rate of 32.6% Result: 31.9% Not Met	Achieve target rate of 32.6% Result: 31.5% Not Met	Achieve target rate of 34.7%	Don Haverkamp OPHS/EPI 505-264-3173
Tobacco Cessation Intervention: Percentage of tobacco-using patients that receive tobacco cessation intervention.	Achieve target rate of 27.5% Result: 28.9% Met	Achieve target rate of 27.5% Result: 32.9% Met	Achieve target rate of 31.4%	Chris Lamer, Pharm D OKC/NSC 615-669-2747
Statin Therapy for the Prevention and Treatment of Cardiovascular Disease: Percentage of patients with CVD or at high risk for CVD who receive a statin therapy prescription.	Achieve target rate of 26.6% Result: 32.8% Met	Achieve target rate of 26.6% Result: 32.2% Met	Achieve target rate of 35.7%	Dena Wilson, MD FACC PHX/PIMC 602-263-1200
Universal Alcohol Screening: Percentage of patients ages 9–75 years who are screened for alcohol use. In FY 2017, this measure tracked patients age 12–75 years; as of FY 2018 it tracks patients age 9–75 years.	Achieve target rate of 37.0% Result: 40.9% Met	Achieve target rate of 37.0% Result: 40.7% Met	Achieve target rate of 42.4%	JB Kinlacheeny, MPH OCPS/DBH 301-443-0104

IHS FY 2018, 2019, 2020 Performance (GPRA) Measures –Tribal, IHS Direct, and Urban Programs

Performance Measure	FY 2018 Target	FY 2019 Target	FY 2020 Target	Measure Lead
Dental Access: Percent of patients who receive dental services.	Achieve target rate of 27.2% Result: 28.3% Met	Achieve target rate of 27.2% Result: 30.0% Met	Achieve target rate of 29.7%	RADM Tim Ricks, DMD OCPS 301-945-3230 CDR Nathan Mork, DDS White Earth HC 218-983-6254
Dental Sealants: Percentage of patients ages 2–15 with at least one or more intact dental sealant.	Achieve target rate of 16.0% Result: 16.4% Met	Achieve target rate of 16.0% Result: 15.9% Not Met	Achieve target rate of 17.2%	RADM Tim Ricks, DMD OCPS 301-945-3230 CDR Nathan Mork, DDS White Earth HC 218-983-6254
Topical Fluorides: Percentage of patients ages 1–15 who received one or more topical fluoride applications.	Achieve target rate of 30.0% Result: 32.9% Met	Achieve target rate of 30.0% Result: 32.1% Met	Achieve target rate of 34.5%	RADM Tim Ricks, DMD OCPS 301-945-3230 CDR Nathan Mork, DDS White Earth HC 218-983-6254
Influenza Vaccination Rates Among Children 6 mo to 17 years: Percentage of children ages 6 months to 17 years of age who receive an influenza vaccination.	Achieve target rate of 20.6% Result: 24.0% Met	Achieve target rate of 20.6% Result: 25.7% Met	Achieve target rate of 26.1%	Jillian Doss-Walker OPHS/EPI 505-232-9906
Influenza Vaccination Rates Among Adults 18+: Percentage of adults ages 18 and older who receive an influenza vaccination.	Achieve target rate of 18.8% Result: 23.3% Met	Achieve target rate of 18.8% Result: 23.6% Met	Achieve target rate of 25.4%	Jillian Doss-Walker OPHS/EPI 505-232-9906
Childhood Immunizations: Combined (4313*314) immunization rates for AI/AN patients aged 19–35 months (where 3* refers to the Hib vaccine brand. Depending on the brand, the child is considered immunized after either 3 or 4 vaccine doses).	Achieve target rate of 45.6% Result: 42.2% Not Met	Achieve target rate of 45.6% Result: 41.4% Not Met	Achieve target rate of 45.9%	Jillian Doss-Walker OPHS/EPI 505-232-9906
Adult Composite Immunizations: Percentage of adults age 19 and older who receive recommended age-appropriate vaccinations	Set Baseline Result: 54.9% Met	Achieve target rate of 54.9% Result: 53.3% Not Met	Achieve target rate of 59.7%	Jillian Doss-Walker OPHS/EPI 505-232-9906

IHS FY 2018, 2019, 2020 Performance (GPRA) Measures – Tribal, IHS Direct, and Urban Programs

Performance Measure	FY 2018 Target	FY 2019 Target	FY 2020 Target	Measure Lead
Screening, Brief Intervention, and Referral to Treatment (SBIRT): Percentage of patients who screened positive for risky/harmful alcohol use who received a Brief Negotiated Interview or Brief Intervention in ambulatory care within 7 days of a positive screen.	Achieve target rate of 8.9% Result: 11.8% Met	Achieve target rate of 8.9% Result: 14.9% Met	Achieve target rate of 12.2%	JB Kinlacheeny, MPH OCPS/DBH 301-443-0104
Depression Screening 12-17 years: Percentage of patients age 12–17 who are screened for depression.	Achieve target rate of 27.6% Result: 36.0% Met	Achieve target rate of 27.6% Result: 37.3% Met	Achieve target rate of 38.0%	Miranda Carman OCPS/DBH 301-443-0468
Depression Screening 18+ years: Percentage of adults ages 18 and over who are screened for depression.	Achieve target rate of 42.2% Result: 43.3% Met	Achieve target rate of 42.2% Result: 42.6% Met	Achieve target rate of 45.7%	Miranda Carman OCPS/DBH 301-443-0468
HIV Screening Ever: Percentage of patients who were ever screened for HIV.	Achieve target rate of 17.3% Result: 26.1%	Achieve target rate of 17.3% Result: 30.9% Met	Achieve target rate of 28.4%	Richard Haverkate, MPH OCPS 301-945-3224
Childhood Weight Control: Percentage of children ages 2–5 years with a BMI at the 95th percentile or higher.	Achieve target rate of 22.6% Result: 21.9% Met	Achieve target rate of 22.6% Result: 22.7% Not Met	Target N/A	Ann Bullock, MD OCPS/DDTP 844-447-3387
Breastfeeding Rates: Percentage of patients who, at the age of 2 months, were either exclusively or mostly breastfed.	Achieve target rate of 39.0% Result: 40.1%	Achieve target rate of 39.0% Result: 38.7% Not Met	Achieve target rate of 43.6%	Tina Tah, RN/BSN OCPS 301-443-0038
Controlling High Blood Pressure (Million Hearts Measure): Percentage of patients 18 to 85 years with diagnosed hypertension who have a BP less than 140/90.	Achieve target rate of 42.3% Result: 48.4% Met	Achieve target rate of 42.3% Result: 41.5% Not Met	Achieve target rate of 52.6%	Dena Wilson, MD FACC PHX/PIMC 602-263-1200

SELF-GOVERNANCE FA TABLE

Cumulative Funding Report

Tribe: Bois Forte Band of Chippewa Indians

FA # 67G990057

Updated through Amendment # 00

FY: 2020

Date: 10/01/2019

SUB SUB ACTIVITY	PROGRAM			AREA OFFICE TRIBAL SHARES			HEADQUARTERS TRIBAL SHARES			TOTALS		
	FA Amount	Retained Services	Pgm Total Amount to Be Rec'd	FA Amount	Retained Services	Area Total Amount to Be Rec'd	FA Amount	Retained Services	HQ Total Amount to Be Rec'd	FA Amount	Retained Services	FA Total Amount to Be Rec'd
1	2	3	4	5	6	7	8	9	10	11	12	13
Hospitals & Clinics	\$1,009,446	(\$50,613)	\$958,833	\$44,637	(\$8,680)	\$35,957	\$56,714	(\$34,696)	\$22,018	\$1,110,797	(\$93,989)	\$1,016,808
Dental	\$97,784	\$0	\$97,784	\$0	\$0	\$0	\$2,176	\$0	\$2,176	\$99,960	\$0	\$99,960
Mental Health	\$11,716	\$0	\$11,716	\$0	\$0	\$0	\$2,368	\$0	\$2,368	\$14,084	\$0	\$14,084
Alcohol & Substance Abuse	\$134,191	\$0	\$134,191	\$1,669	(\$1,669)	\$0	\$4,200	\$0	\$4,200	\$140,060	(\$1,889)	\$138,391
Public Health Nursing	\$12,040	\$0	\$12,040	\$0	\$0	\$0	\$973	\$0	\$973	\$13,013	\$0	\$13,013
Health Education	\$1,779	\$0	\$1,779	\$0	\$0	\$0	\$1,192	\$0	\$1,192	\$2,971	\$0	\$2,971
Community Health Reps.	\$101,040	\$0	\$101,040	\$0	\$0	\$0	\$2,519	\$0	\$2,519	\$103,559	\$0	\$103,559
Direct Operations	\$0	\$0	\$0	\$0	\$0	\$0	\$17,382	(\$2,851)	\$14,531	\$17,382	(\$2,851)	\$14,531
TOTAL, Services	\$1,367,996	(\$50,613)	\$1,317,383	\$46,306	(\$10,349)	\$35,957	\$87,524	(\$37,547)	\$49,977	\$1,501,826	(\$98,509)	\$1,403,317
Purchased/Referred Care	\$1,268,460	\$0	\$1,268,460	\$0	\$0	\$0	\$3,370	\$0	\$3,370	\$1,271,830	\$0	\$1,271,830
TOTAL, Services (No-year)	\$1,268,460	\$0	\$1,268,460	\$0	\$0	\$0	\$3,370	\$0	\$3,370	\$1,271,830	\$0	\$1,271,830
Environmental Health Support	\$1,000	\$0	\$1,000	\$93,101	(\$93,101)	\$0	\$8,015	(\$7,408)	\$607	\$102,116	(\$100,509)	\$1,607
Facilities Support	\$0	\$0	\$0	\$3,842	(\$3,842)	\$0	\$0	\$0	\$0	\$3,842	(\$3,842)	\$0
Maintenance & Improvement	\$49,075	\$0	\$49,075	\$0	\$0	\$0	\$0	\$0	\$0	\$49,075	\$0	\$49,075
Equipment	\$17,440	\$0	\$17,440	\$0	\$0	\$0	\$0	\$0	\$0	\$17,440	\$0	\$17,440
TOTAL, Facilities	\$67,515	\$0	\$67,515	\$96,943	(\$96,943)	\$0	\$8,015	(\$7,408)	\$607	\$172,473	(\$104,351)	\$68,122
FY 20 CSC - Direct	\$413,265	\$0	\$413,265	\$0	\$0	\$0	\$0	\$0	\$0	\$413,265	\$0	\$413,265

SELF-GOVERNANCE FA TABLE

Cumulative Funding Report

Tribe: Bois Forte Band of Chippewa Indians

FA # 67G990057

Updated through Amendment # 00

FY: 2020

Date: 10/01/2019

SUB SUB ACTIVITY	PROGRAM			AREA OFFICE TRIBAL SHARES			HEADQUARTERS TRIBAL SHARES			TOTALS		
	FA Amount	Retained Services	Pgm Total Amount to Be Rec'd	FA Amount	Retained Services	Area Total Amount to Be Rec'd	FA Amount	Retained Services	HQ Total Amount to Be Rec'd	FA Amount	Retained Services	FA Total Amount to Be Rec'd
1	2	3	4	5	6	7	8	9	10	11	12	13
FY 20 CSC - Indirect	\$608,312	\$0	\$608,312	\$0	\$0	\$0	\$0	\$0	\$0	\$608,312	\$0	\$608,312
TOTAL, FY 20 CSC	\$1,021,577	\$0	\$1,021,577	\$0	\$0	\$0	\$0	\$0	\$0	\$1,021,577	\$0	\$1,021,577
GRAND TOTAL, FA	\$3,725,548	(\$50,613)	\$3,874,935	\$143,249	(\$107,292)	\$35,957	\$98,909	(\$44,955)	\$53,954	\$3,967,706	(\$202,880)	\$3,764,846



FILE COPY

SELF-GOVERNANCE FA TABLE

Tribe: Bois Forte

FY: 2020

FA #:57G990857

Date:

SUB-SUB ACTIVITY	PROGRAM			AREA			HEADQUARTERS			TOTALS				
	FA	WITHHELD	FA Total	FA	Retained	Area Total	FA	Retained	HQ Total	FA	Retained	FA Total		
	Amount	For Services	Amount to Be Rec'd	Amount	Services	Amount to Be Rec'd	Amount	Services	Amount to Be Rec'd	Amount	Services	Amount to Be Rec'd		
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)		
(1) Hospitals & Clinics	1,009,446	1	50,613	958,833	44,637	2	8,680	35,957	56,714	34,696	22,018	1,110,797	93,988	1,016,805
(2) Dental	97,784			97,784	0		0	0	2,176	0	2,176	99,960	0	99,960
(3) Mental Health	11,716	0	0	11,716	0	0	0	0	2,368	0	2,368	14,084	0	14,084
(4) Alcohol & Subst Abuse	134,191	0	0	134,191	1,669	1,669	0	0	4,200	0	4,200	140,060	1,669	138,391
(5) Reimbursements	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(6) Public Health Nursing	12,040	0	0	12,040	0	0	0	0	973	0	973	13,013	0	13,013
(7) Health Education	1,779	0	0	1,779	0	0	0	0	1,192	0	1,192	2,971	0	2,971
(8) Community Health Fess.	102,040	0	0	102,040	0	0	0	0	2,519	0	2,519	103,559	0	103,559
(9) Immunization AK	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(10) Direct Operations	0	0	0	0	0	0	17,382	2,851	14,531	17,382	2,851	14,531	0	0
(11) Contr Supp Costs-Direct	413,265	0	0	413,265	0	0	0	0	0	0	0	413,265	0	413,265
(12) Contr Supp Costs-Indirect	608,312	0	0	608,312	0	0	0	0	0	0	0	608,312	0	608,312
(13) Self-Governance	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(14) Other Services (Annual)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(15) Total, Services	2,389,573	50,613	2,328,960	46,306	10,345	35,957	87,524	37,547	49,977	1,523,403	98,508	2,424,894	0	0
(16) Purchased/Referred Care	1,268,460	0	1,268,460	0	0	0	3,370	0	3,370	1,271,830	0	1,271,830	0	0
(17) Environ Hlth Support	1,000	0	1,000	93,101	93,101	0	8,622	8,015	607	102,723	101,116	1,607	0	0
(18) Facilities Support	0	0	0	3,842	3,842	0	0	0	0	3,842	3,842	0	0	0
(19) SFC Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(20) Maint & Improvement	49,075	0	49,075	0	0	0	0	0	0	49,075	0	49,075	0	0
(21) Sanit Facilities - Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(22) Sanit Facilities - Regular	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(23) Equipment	17,440	0	17,440	0	0	0	0	0	0	17,440	0	17,440	0	0
(24) Total, Indian Hlth Facil	67,515	0	67,515	96,943	96,943	0	8,622	8,015	607	173,080	104,958	68,122	0	0
(25) Catastrophic	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(26) Medicare	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(27) Medicaid	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(28) Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(29) Total, No-year IHS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(30) Quarters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(31) Contract Hlth Svs (pr yr)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(32) Indian Hlth Facil (pr yr)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(33) Other 1/	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(34) Total Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(35) GRAND TOTAL, FA	3,725,548	50,613	3,674,935	143,249	107,292	35,957	99,516	45,562	53,954	3,968,313	203,466	3,764,846	0	0

Remarks:

1/ Buyback: Biomed, MIM, CI, IO
2/ MIS, Recruitment

Certification:

Dawn Brannan
10/13/19

RECEIVED

Finance Office

OCT 13 2019

Dawn Brannan
Bemidji Area Office

TRIBE: BOIS FORTE 10/1/19 - 9/30/20
DATE: 4/22/2019

BEMIDJI AREA - Pre-Negotiation Sheet DRAFT
2020 AFA Detail By Account

Prepared by:

Based on 2019 Appropriations

A	B	C	D	E	F	G	H	I
Item Numbers	FA SHARES BY AREA ACCOUNT	Sub-Sub	Total Starting Base	Initial Shares	Mandatory Increases	Shares Eligible	Retained Amount	Negotiated Amount
From Tables								
	Health Services Account							
301	Area Director	H/C	415,260	7,359		7,359	0	7,359
302	Program Planning	H/C	74,683	1,323		1,323	0	1,323
304	CMO/OCS Support	H/C	167,729	2,972		2,972	0	2,972
305	Behavioral Health	ASA	94,199	1,669		1,669	1,669	0
306	Recruitment	H/C	91,709	1,625		1,625	1,625	0
307	Non-Contractable	H/C	221,944	6,876		6,876	0	6,876
309	Purchased/Referred Care	H/C	79,698	1,412		1,412	0	1,412
310	Executive Officer & Support	H/C	152,179	2,697		2,697	0	2,697
311	Budget	H/C	233,819	4,143		4,143	0	4,143
312	Contracting	H/C	425,410	7,536		7,536	0	7,536
313	Office Services	H/C	92,372	1,637		1,637	0	1,637
314	MIS	H/C	398,154	7,055		7,055	7,055	0
	TOTAL HEALTH SERVICES ACCOUNT		2,447,157	46,306		46,306	10,349	35,956
	AREA OEHE*							
319	Facility Support		142,926	2,284		2,284	2,284	0
320	Environmental Health Support		323,003	9,403		9,403	9,403	0
321	Engineering Services		97,500	1,558		1,558	1,558	0
322	SFC Area		482,080	20,869		20,869	20,869	0
	TOTAL AREA OEHE		1,045,509	34,114		34,114	34,114	0
	AREA MANAGED*							
	Alcohol Reg. Trmt. Ctra.					0		0
326A	OEHS Sanitarian (Field)		775,208	24,877		24,877	24,877	0
326B	OEHS Sanitarian (District)		193,802	5,642		5,642	5,642	0
327	SFC Field OEHS Engineer		1,875,815	32,310		32,310	32,310	0
328	M&I - Includes Pool Project		2,456,537	49,075		49,075	0	49,075
328A	Equipment		741,028	17,440		17,440	0	17,440
	TOTAL AREA MANAGED		6,042,390	129,344		129,344	62,829	68,515
	TRIBES OPERATING UNIT		0	0	0	0	0	0
	BASE FUNDING		Starting Base	Initial Base	Increases	Eligible	BuyBack	Negotiated
	Hospitals & Clinics ^{1/}	H/C	100,866,351	1,009,446	0	1,009,446	50,613	958,833
	Dental	DEN	4,353,359	97,784	0	97,784	0	97,784
	Mental Health	M/H	2,290,425	11,716	0	11,716	0	11,716
	Alcohol/Substance Abuse	ASA	10,250,048	134,191	0	134,191	0	134,191
	Public Health Nursing	PHN	2,202,977	12,040	0	12,040	0	12,040
	Health Education	HE	623,254	1,779	0	1,779	0	1,779
	Community Health Reps.	CHR	4,859,003	101,040	0	101,040	0	101,040
	Purchased/Referred Care	PRC	65,534,343	1,268,460	0	1,268,460	0	1,268,460
	Direct Contract Support Costs	DCSC	18,648,840	413,265	0	413,265	0	413,265
	Indirect Contract Support Costs ^{2/}	IDCSC	19,264,843	608,312	0	608,312	0	608,312
341	Environmental Health	OEHS	33,000	1,000	0	1,000	0	1,000
	TRIBE BASE TOTAL		228,925,443	3,659,033	0	3,659,033	50,613	3,608,420
	TOTAL BEMIDJI AREA		238,460,499	3,868,797	0	3,868,797	157,904	3,710,891
	1/ Buy Back Services						BuyBack	
	Bio-Med					28,301	28,301	
	Health Information Management (HIM)					7,631	7,631	
	Vista Imaging (Vista)					11,173	0	
	Clinical Informaticist (CI)					6,301	6,301	
	Business Office Coordinator (BOC)					8,380	0	
	Inter-Operability (IO)					8,380	8,380	
	Pharmacy Informaticist (Rx I)					9,869	0	
	Total Buy Back Service					79,715	50,613	
	GRAND TOTAL			\$3,868,797	\$0	\$3,868,797	\$157,904	\$3,710,891

1/ Withheld Pursuant to 25 U.S.C. § 458aaa-7(e) and (f) and 42 C.F.R. § 137.95 for buyback services: Bio-med, HIM, CI, and IO

2/ Indirect Contract Support Costs (IDC) are nonrecurring, must be justified annually, and can only be used for IDC.

* OEHS&E funds are based on workload and change each year

Reviewed by Finance: _____ Date: _____

Contract Support Costs (CSC) Negotiation Template (FY 2020)

Back to top

Estimate of CSC need

Final CSC Reconciliation

Number 67G990057

FA Amendment

#

FA Cumulative Funding Report (CFR)

#

Proposed

10/1/2019

Bois Forte

	Subtotals	Totals	Source of Inputs
A Program (Service Unit) Funding	\$2,703,971.00		Recurring and Non-Recurring Eligible Funding for the T/TO's Programs, Functions, Services, or Activities (PFSA) at the Service Unit Level. Depending on the structure of an awardee's indirect cost (IDC) rate, this may include buy-backs. 513049
Expenditures from carryover funds (for which CSC was not funded previously), Net of pass-throughs and exclusions	\$0.00		Pursuant to Section 6-3.2.E.1.b.i.b.i. This is determined by whether the parties included the funds in the CSC calculation in the year awarded and not by how the T/TO allocates funding in its accounting records.
A.1			
B Total Area Tribal Shares	\$35,957.06		Recurring and Non-Recurring Eligible Funding for the T/TO's PFSA at the Area Level (Area Office Tribal Shares or AOTS)
C Total Headquarters Tribal Shares	\$53,954.35		Recurring and Non-Recurring Eligible Funding for the T/TO's PFSA at the Headquarters Level (Headquarters Tribal Shares or HOTS)
D Total Secretarial Amount	\$2,793,882.42		Items A + B + C (Total Recurring and Non-Recurring eligible funding awarded under the Secretarial Amount)
E.1 IDC Associated With Recurring Service Unit Shares	\$0.00		
E.2 IDC Associated With Tribal Shares	\$17,982.28		Negotiated and calculated pursuant to Section 6-3.2.E.4, either: (a) case-by-case analysis, or (b) 80-20 method.
E.3 Total IDC Identified As Associated With the Secretarial Amount	\$17,982.28		This represents PFSA funded in the Secretarial amount determined to be duplicative of T/TO IDC Pool.
F Direct Costs Funded through Secretarial Amount		\$2,775,900.13	Item D - E.3
G Prior Year Direct CSC (DCSC) Need	\$413,264.72		Per prior-year agreement.
H Inflation Factor			To be provided by IHS when final inflation rate for previous year becomes available (usually in November). Final rate would be used to update this amount, and award T/TO inflation on DCSC at the end of IHS's first quarter. See Section 6-3.2.I.3.
I.1 Current Year DCSC Need	\$413,264.72	\$413,264.72	D21-22 will automatically incorporate either the prior-year DCSC need (reflected in D21) or, if there is a current-year renegotiation, the renegotiated amount (reflected in D22).
I.2	\$0.00		
I.3 Startup and Pre-Award Need		\$0.00	Standardizes the negotiation for Non-recurring Pre-Award and Startup costs for new or expanded PSFAs in the upcoming year.
J Total Direct Costs		\$3,189,164.85	Items F + I, but subject to Section 6-3.2, Paragraph E.1.a. Estimate of Indirect CSC Need and Funding Prior to the Contract Year and E.1.b. Determination of Final Amount for Indirect CSC Need and Funding.
K Less Passthroughs and Exclusions		\$127,989.00	The amount of pass-throughs and exclusions funded by IHS.
L Direct Cost Base		\$3,061,175.85	Item J - K
M Most current IDC rate		20.35%	Current IDC rate. If T/TO has multiple IDC rates, enter blended rate and submit detailed calculation of the blended rate. 2017 DC-CAP&PI
N IDC Need (Non-Recurring) Based on IDC Rate		\$622,949.29	Item J * M (Direct Cost Base x IDC Rate)
O Credit for IDC Associated with the Secretarial Amount		\$14,637.58	Equals Item L.3 if the T/TO has higher than a 25.00% IDC rate; if T/TO has a rate of 25.00% or lower the credit in Item O is based on the total IDC need for Tribal Shares generated by the T/TO's rate plus the IDC Associated with Recurring Service Unit Shares (Item E.1) $(I.1 + I.2 + I.3) \times L.1$
P Current-Year Indirect CSC Need		\$608,311.71	Item N - O (Total IDC need less credit for IDC associated with the Secretarial amount)
Q IDC-Type Costs		\$0.00	As negotiated, pursuant to Section 6-3.2.E.2; see also Exhibit G, footnote 10. Enter \$0 if the T/TO negotiates indirect CSC solely based on its IDC rate.
R Current-Year Total CSC Need		\$1,021,576.43	Items I.2 + I.3 + P + Q (Total need for DCSC, indirect CSC, and Pre-Award and Startup)

S Current-Year DCSC Need		\$413,264.72	Item I.2
T Total DCSC Paid Year-to-Date		\$413,265.90	Total DCSC funding paid to the T/TO year-to-date.
		(\$0.28)	
U Current-Year Indirect CSC Need		\$608,311.71	Items P + Q
V Total Indirect CSC Paid Year-to-Date		\$608,311.71	Total indirect CSC funding paid to the T/TO year-to-date.
		(\$0.00)	
W Current-Year Startup and Pre-Award Need		\$0.00	Item I.3
X Total Startup and Pre-Award CSC Paid Year-to-Date		\$0.00	Total Startup and Pre-Award CSC funding paid to the T/TO year-to-date.
		(\$0.28)	

Note Regarding Sub-Awards: The template awards CSC on the direct cost base incurred by the T/TO. If the T/TO has an agreement(s) with a sub-awardee whose costs are eligible to be considered in the CSC need on T/TO AND the T/TO treats sub-awards as a passthrough cost when determining its direct cost base, the total CSC negotiated can be adjusted to incorporate eligible costs specifically identified for each sub-awardee.

Footnote: This Template is a tool used by the Indian Health Service (IHS) for calculating and negotiating CSC. Neither this Template nor any other negotiation documents creates a contractual obligation on behalf of either

35 K 2027 IDC Rate proposal resolution

35 L 2017 IDC proposal base: \$2,774,340

Table #4:

HQ PFSAs for FY 2020 TSA and Program Formula Lines PSFA Budget and Available Shares

Interim Estimates Based on FY 2019 IHS Appropriation

BOIS FORTE FATSA Shares allocable to
this contract or compact**\$90,893~~4~~**

01-Hospitals and Clinics	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0101 - Emergency Fund	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$3,956,016				
0105 - Management Initiatives	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$2,049,512				
0106 - A.C.O.G. Contract	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$98,592	\$103	\$103		103
0107 - H.P./D.P. Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,484,867	\$1,764	\$1,783		1,784
0110 - N.E.C.I.	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,107,951	\$1,158	\$1,158		1,158
0111 - Nurse Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,287,656	\$1,347	\$1,347		1,347
0112 - Nursing Costeps	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$648,528	\$677	\$678		677
0113 - Chief Clinical Consultant	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$277,340	\$290	\$290		290
0115 - Emergency Medical Svcs	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$465,222	\$487	\$487		487
0117 - Traditional Advocacy Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$100,578	\$106	\$106		106
0118 - Research Projects	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,283,252	\$1,335	\$1,335		1,335
0119 - A.A.I.P. Contract	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$26,731	\$27	\$27		27
0120 - Clinical Support Center-Phoenix	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,744,883	\$1,825	\$1,825		1,825
0121 - Costeps-Non Physicians	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$81,839	\$86	\$85		86
0123 - Physician Residency	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$277,416	\$291	\$290		291
0124 - Recruitment/Retention	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$2,057,393	\$2,152	\$2,152		2,152
0125 - U.S.U.H.S., etc.	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,071,317	\$3,212	\$3,212		3,212
0126 - D.I.R. Support Fund	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$24,915,898	\$25,987		25,987	
0127 - Evaluation	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,063,992	\$1,114	\$1,113		1,114
0128 - National Indian Health Board	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$459,114	\$477	\$476		477
0129 - Albuquerque Administration	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$892,404	\$926	\$927		926
0130 - Nutrition Training Center	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$345,053	\$391	\$391		391
0131 - Diabetes Program-Albuquerque/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,295,589	\$1,411	\$1,412		1,411
0132 - Cancer Prevention-Albuquerque/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$716,968	\$786	\$786		786
0133 - Health Records	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$136,277	\$112	\$112		112
0134 - AIDS Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$422,971	\$502	\$502		502
0135 - Handicapped Children	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$346,083	\$381	\$381		381
0137 - National DIR Support-Albuquerque/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$8,292,508	\$8,709		8,709	
0154 - Prescription Drug Monitoring	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,002,361	\$1,038	\$1,038		1,038
		\$81,908,311	\$56,714	\$22,016		

22018

22110

02-Dental Health	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0201 - IHS Dental Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,705,120	\$1,475	\$1,475		1,475
0202 - IHS Dental Program - PgrnFormula	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$5,269,192				
		\$6,974,312	\$1,475	\$1,475		

03-Mental Health	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
------------------	--------	--------	--------	--------------------	--------	----------

Friday, September 14, 2018

BOIS FORTE FA

0301 - Technical Assistance	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,542,507	\$1,601	\$1,601		1,601
0302 - C.M.I. Grants	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$628,310	\$655	\$655		655
0303 - National Conference	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$107,552	\$112	\$112		112
0305 - Technical Assistance - PgmFormula	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$0				
		<u>\$2,278,369</u>	<u>\$2,368</u>	<u>\$2,368</u>		

2368

04-Alcohol/Sub. Abuse	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0401 - Clinical Advocacy	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,148,617	\$3,314	\$3,314		3,314
0402 - Collaborative Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$848,033	\$886	\$886		886
		<u>\$3,996,650</u>	<u>\$4,200</u>	<u>\$4,200</u>		

4200

05-Purchased/Referred C	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0504 - PRC Reserve and Undistributed	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,377,832	\$3,370	\$3,370		3,370
		<u>\$3,377,832</u>	<u>\$3,370</u>	<u>\$3,370</u>		

06-Public Health Nursing	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0601 - Preventive Health Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$951,210	\$973	\$973		973
		<u>\$951,210</u>	<u>\$973</u>	<u>\$973</u>		

07-Health Education	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0701 - IHS Health Education Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,133,793	\$1,192	\$1,192		1,192
		<u>\$1,133,793</u>	<u>\$1,192</u>	<u>\$1,192</u>		

08-CHR	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0801 - IHS CHR Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$2,412,266	\$2,519	\$2,519		2,519
		<u>\$2,412,266</u>	<u>\$2,519</u>	<u>\$2,519</u>		

13-Direct Operations	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
1301 - Direct Operations - Rockville	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$16,564,335	\$17,382	\$14,531	2,851	14,531
1302 - Direct Operations - Dental	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$800,000	\$701	\$701		701
		<u>\$17,364,335</u>	<u>\$18,083</u>	<u>\$15,232</u>		

Other:

Note: For shares in line 2401-2405, please refer to Table 4F to be provided by Area.

Retain Contract

* Displays shares contracted previously adjusted for inflation and pay costs. If inter-tribal agreements applies, the contracted amount may include additional shares belonging to other Tribes for services this contract provides to them.

Negotiated Totals

Retain Contract

37,547 53,347

These NOTES clarify guidance that has been printed on Table #4 since 1997. The clarification more fully describes but does not alter policies in effect. The term "contracted" here means both contract and compact agreements.

FREESTANDING AND CONNECTED PSFA: Column 7 of Table #3 identifies whether a headquarters (HQ) PSFA is either freestanding or intricately connected with a corresponding PSFA based in the field. The majority of HQ PSFAs are freestanding, e.g., independent of field based PSFA. A Tribe may contract for freestanding HQ PSFAs whether or not it contracts for field based PSFAs. Alternatively, 17 HQ based PSFA are intricately connected with field based PSFA. If a Tribe considers contracting any of the intricately connected HQ PSFA without contracting the operationally connected field based PSFA, the IHS ALN may be able to identify potential trade-offs of contracting one without the other.

PARTIAL SHARES: If a Tribe chooses to contract for a portion of a HQ based PSFA and retain IHS to carry out the remaining portion, record the portions of contracted and retained funding in spaces provided on Table 4. Separately note the extent and type of services that HQ will provide to the contract with the retained funds. If the period of contract performance is less than a full year, the fraction of full year funds to be contracted is the fraction of the full year period that is to be contracted.

TRIBAL SIZE ADJUSTMENT (TSA) FORMULA: Because individual custom formula are burdensome and impractical for all 76 HQ PSFA, a generalized TSA formula developed with Tribal consultation applies to the majority of HQ PSFA. Shares were jointly calculated for the majority of HQ PSFA by the TSA formula in 1997.

PROTECTIONS AND PROPORTIONAL ADJUSTMENTS: In accordance with Section 508(d)(1)(C)(ii) of the ISDEAA, Tribal shares are protected from reductions in subsequent years except for narrow reasons specified in statute. Therefore, in years after 1997 each Tribe's base shares are adjusted higher if additional appropriations are provided to maintain current services levels, e.g., inflation and pay costs, or adjusted lower if a budget rescission, sequester, or appropriation reduction applies. Any such adjustments apply in a proportional manner to all shares. However, if 1) additional funds are appropriated to expand the scope or extent of performance of HQ PSFAs and 2) such funds are not earmarked or narrowly restricted, then for such funding increases the IHS determines each Tribe's additional share by reapplying the TSA formula to the latest available population data. Any such calculated additional shares are added to the Tribe's base shares for subsequent years. Shares determined by the TSA formula are considered recurring to the contract except in cases specified in statute.

PROGRAM FORMULA (PF) PSFA: A formula customized for an individual PSFA applies to a few HQ PSFA. Such program formula maybe recalculated annually and calculated shares may change from year to year. For example, Facilities and Environmental Health Support, lines 2401 - 2401, are recomputed annually and are displayed in separate Table 4F. If program formula calculations are incomplete at the time Table 4 is printed, blanks are displayed for the PSFA, but shares may be awarded later after program formula calculations are complete.

ROUNDING: Amounts may not exactly match due to rounding.

Bois Forte

Title: V

		Area				Headquarters						
		FY-2018	FY-2019	FY-2019								
Activity Description		Actual	Available	Negotiated	Base Thru	Share Factor	Actual	Av 106a	Calcul	Negot	Base Thru	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
	1 Routine M&I IHS owned Facility											
	2 Routine M&I Tribally owned Facility											
	3 Project M&I IHS owned Facility											
	4 Project M&I Tribally owned Facility	62,320	65,434	65,434								
	a Subtotal Non-base (26)	62,320	65,434	65,434								
	b Subtotal base (26)											
2100	Total M&I (26)	62,320	65,434	65,434			Calculated on line 2405a					
	5 M&I Environmental Remediation Projects						Available with accepted proposal					
2200	9 Sanitation Facilities (P.L. 86-121 Profs) (00)	Available through amendment process										
2300	10 Health Care Facilities (NEW) (00)						With line item construction project					
	Facilities and Environ Health Support (2400)											
	Environ Health Support Account (EHSA)											
	11 San Fac Constr (SFC) Support -Proj Related	0	45,076	0								
	12 AO SFC Program Mgmt - Proj Related											
	13 SFC Support - Non-project Related	0	42,594	0								
	14 AO SFC Program Management-Non-project Related											
	15 Other:											
	a Subtotal Non-Base (27)	0	87,670	0								
	b Subtotal Base (27)											
	c Subtot HQ-OEHE Support -SFC Non-Base (28)					0.0535	0	4690.345			0	
	d Subtotal HQ-OEHE Support -SFC Base (28)						0	0			0	
2401	Total HQ-OEHE Support - SFC Related (29)						0	4690.345			0	
	16 Environ Health Services - Basic Program	0	50,217	0								
	17 Environ Health Services - Institutional Hlth											
	18 Environ Health Services - Injury Prevention											
	19 AO Environmental Health Services Support											
	20 Other: Recurring Base	1,000	1,000	1,000								
	a Subtotal Non-Base (27)	1,000	51,811	1,000								
	b Subtotal Base (27)											
	c Subtot HQ-OEHE Support EHS Non-Base (29)					0.0535	0	2,772			54	
	d Subtotal HQ-OEHE Support EHS Base (28)						0	0			0	
2402	Total HQ-OEHE Support - EHS Related (29)						0	2,772			54	
	Facilities Support Account (FSA)											
	31 Service Unit Operations											
	32 Biomedical											
	33 AO FSA Support	0	5,490	0								
	34 AO Real Property Support											
	35 AO Biomedical Program											
	36 M&I Engineering Support	0	2,076	0								
	37 Other:											
	Total FSA (28)	0	5,478	0								
2403	HQ Facilities and Real Property Support											
	a Total HQ - OEHE Support - FSA Related (29)					0.0165	0	0		0	0	
	b Property based on net # of bldgs transferred to tribe (29)					214.38	0	0		0	0	
2404	Facilities Planning and Construction Support						Available with line 2300					
	Engineering Services Support											
	a M&I Contracting Services (29)					0.0085	0	553			553	
	b New Health Care Facilities (29)						Available with line 2300					
	TOTAL Facilities and Environ Support (29)	1,000	144,959	1,000			0	8,016			607	
	Equipment Replacement (01)	24,172	23,253	23,253								
	SubTotal (Non-Base)	87,692	233,646	89,687			0	8,016			607	
	SubTotal (Base Budget Pilot)	0	0	0			0	0			0	
	GRAND TOTAL	87,692	233,646	89,687			0	8,016			607	

**AMENDMENT NO. 1 TO THE
COMPACT OF SELF-GOVERNANCE
BETWEEN
FOND DU LAC BAND OF
LAKE SUPERIOR CHIPPEWA
AND
THE UNITED STATES OF AMERICA
FOR INDIAN HEALTH SERVICE PROGRAMS**

This amendment shall repeal and supersede the 1996 Amendments to the Compact of Self-Governance between the Tribe and IHS which incorporated certain provisions of Title I of the Indian Self-Determination Act, as amended (Act).

Pursuant to section 19 of Pub. L. 104-109, the following provisions of Title I of the Act shall apply to this Compact and associated Annual Funding Agreements. The term "contract" as used in these provisions shall be construed to include this Compact and associated Annual Funding Agreements. In the event other provisions of the Compact are viewed as inconsistent with any of the provisions incorporated here, these provisions shall govern.

Section 7(b) & (c) - Indian and tribal preference in employment and subcontracting.

Section 8 - carryover authority.

Section 102(c) - liability insurance.

Section 102(d) and uncodified language in Pub. L. 101-512 - Federal Tort Claims Act coverage.

Section 103 - grants and technical assistance.

Section 104 - use of federal personnel; right of federal employees to retain certain benefits; ethics provisions.

Section 105(a)(1) - exemption from federal contracting laws.

Section 105(e) - retrocession.

Section 105(f) and 108(c)(1)(b)(8)(A)-(G) - property provisions.

Section 105(k) - access to federal sources of supply.

Section 105(l) - lease authority.

Section 106(a) - (b), (d)-(g), (i)-(k), (m) - funding provisions.

Section 108(c)(1)(b)(5) - limitation of costs.

Section 108(c)(1)(b)(6)(iii) - applicability of Prompt Payment Act.

Section 108(c)(1)(b)(7) - exemption from Freedom of Information Act for tribal records.

Section 108(c)(1)(b)(9) - availability of funds.

Section 108(c)(1)(b)(10) - authority to obtain interagency motorpool vehicles and related services.

Section 108(c)(1)(b)(11) - exemption from federal program guidelines, manuals, policy directives.

Section 108(c)(1)(b)(12) - alternative dispute resolution processes.

Section 108(c)(1)(b)(14) - negotiations for successor funding agreement and requests for information.

Section 108(c)(1)(b)(15)(A) - approval of contracts.

Section 108(c)(1)(d) - reaffirmation of trust responsibility and duty to act in good faith.

Section 108(c)(1)(e) - modifications and amendments.

Section 110 - federal court and administration jurisdiction, applicability of Equal Access to Justice Act.

Section 111 - effect of existing rights.

Dated this 7TH day of OCTOBER, 1996.

Fond du Lac Band of Lake Superior Indians

United States of America

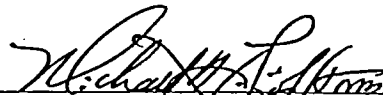
Department of Health and Human Services

By:



Robert Peacock, Chairman

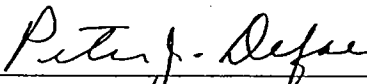
By:



Michael H. Trujillo, MD.

Director, Indian Health Service

By:



Peter J. Defoe, Sec./Treas.

COMPACT OF SELF-GOVERNANCE
BETWEEN
THE FOND DU LAC BAND OF LAKE SUPERIOR CHIPPEWA
AND
THE UNITED STATES OF AMERICA
FOR INDIAN HEALTH SERVICE PROGRAMS

ARTICLE I - AUTHORITY AND PURPOSE

Section 1 - Authority

This Compact of Self-Governance (hereinafter referred to as the "Compact") is entered into by and between the Secretary of the Department of Health and Human Services of the United States of America (hereinafter referred to as the "Secretary"), represented by the Director of the Indian Health Service (hereinafter referred to as the "Director"), pursuant to the authority of Title III of the Indian Self-Determination and Education Assistance Act, entitled the Tribal Self-Governance Demonstration Project (hereinafter referred to as the "Act"), as amended, 25 U.S.C. § 450f Note, and the Fond du Lac Band of Lake Superior Chippewa (hereinafter referred to as the "Band"), represented by the Chairman and Secretary/Treasurer of the Band, pursuant to the authority granted by Article VI of the Revised Constitution of the Minnesota Chippewa Tribe and the Bylaws of the Fond du Lac Reservation Business Committee, FDL Ordinance #1/64. The Director of the IHS, by signing this Compact, commits the Secretary to the extent and within the scope of the Secretary's delegation of authority to enter into Compacts and Annual Funding Agreements pursuant to Title III of the Act, or as otherwise authorized.

Section 2 - Purpose

This Compact shall be liberally construed to achieve the purposes of the Self-Governance Demonstration Project as set forth below:

(a) This Compact is to carry out an unprecedented Self-Governance Demonstration Project which is intended as a demonstration in the areas of health planning, funding and program operations within the government-to-government relationship between the Band and the United States. The Self-Governance Demonstration Project encourages innovation in order to improve the government-to-government relationship and

to promote the autonomy of the Band as a government and as a health care provider.

(b) This Compact is to enable the Band to plan, conduct, consolidate, redesign and administer programs, functions, services and activities of the Indian Health Service under the terms set forth in the Compact; to reallocate funds for such programs, functions, services and activities according to the priorities of the Band; to provide such reallocated funds for such programs, functions, services and activities, as determined by tribal priorities; to enhance the effectiveness and long-term financial stability of the Band; and to streamline or reduce the federal Indian Health Service bureaucracy.

(c) This Compact is to enable the United States to maintain and improve its unique and continuing relationship with, and responsibility to, the Band through the establishment of a meaningful demonstration project for tribal self-governance and to permit an orderly transition away from federal domination of programs and services. This Compact and the associated Annual Funding Agreement(s) shall transfer to the Band the responsibility for the programs, functions, services and activities of the Indian Health Service included in the Annual Funding Agreement. This Compact allows the Band to exercise meaningful authority to plan, conduct, consolidate, redesign and administer the programs, services and functions of the Indian Health Service to meet the health care needs of its members. In fulfilling its responsibilities under the Compact and consistent with the April 29, 1994 Memorandum of the President of the United States to heads of executive departments and agencies, the Secretary will conduct all relations with the Band on a government-to-government basis.

Section 3 - Tribal Law and Forums

The duly-enacted laws of the Band shall be applied in the execution of this Compact and the powers and decisions of the Band's Court or other administrative tribunals shall be respected, to the extent that federal law, construed in accordance with the applicable canons of construction and Title III of P.L. 93-638, as amended, is not inconsistent.

ARTICLE II - TERMS, PROVISIONS AND CONDITIONS

Section 1 - Term and Execution

(a) Term. The term of the Compact begins on the effective date of the Annual Funding Agreement for 1995 and shall extend thereafter throughout the period authorized by Title III of the Act, and any subsequent amendments thereto,

provided the Band has an Annual Funding Agreement in effect, and shall be subject to renewal as may be provided by law.

(b) Execution. This Compact and the associated Annual Funding Agreement, approved and signed by the parties, shall be submitted by the Secretary to the Committee on Indian Affairs of the United States Senate, the Committee on Natural Resources of the United States House of Representatives and to the other tribes served by the Bemidji Area Office, and shall be effective ninety days after such submission. Successor Annual Funding Agreements shall be negotiated, submitted, and become effective in the same manner in subsequent years.

Section 2 - Funding Amount

Subject only to the appropriation of funds by the Congress of the United States and to adjustments pursuant to Section 106(b) of Title I of the Act, the Secretary or an authorized representative shall provide the total amounts specified in the Band's Annual Funding Agreement. Nothing in this Compact shall impair the Band's eligibility for new programs on the same basis as other tribes.

Section 3 - Payment

(a) Payment Schedule. Payments shall be made as expeditiously as possible, in compliance with applicable law and regulations, and shall include financial arrangements to cover funding during periods under continuing resolutions to the extent permitted by such resolutions. For each year covered by the Compact, the Secretary shall make available the funds by paying the total amount specified in the Annual Funding Agreement in advance, as permitted by law, or such other payments as are provided in the schedule set forth in the Annual Funding Agreement.

(b) Interest. The Band shall be allowed to retain interest earned on funds advanced pending disbursement as permitted by law. Interest earned on advances shall not diminish the amount of funds the Band is authorized to receive under its Annual Funding Agreement in the year earned or in any subsequent fiscal year.

Section 4 - Reports to Congress

In accordance with Section 305 of Title III of the Act, the Secretary shall submit to the Congress a written report on July 1 and January 1 of each year on the relative costs and benefits of the Tribal Self-Governance Demonstration Project. Such report shall be based on mutually determined baseline measurements jointly developed by the Secretary and participating Tribes, and shall separately include the views of the Tribes.

Section 5 - Audits

(a) The Band shall provide to the Designated Official of the Secretary (as defined in Article V, Section 1), an annual single organization-wide audit as prescribed by the Single Audit Act of 1984, 31 U.S.C. § 7501 et seq., and shall adhere to generally accepted accounting principles and the applicable circulars of the Office of Management and Budget (hereinafter "OMB"). A copy of the audit will be sent simultaneously to the IHS Resolution Branch and the cognizant agency.

(b) The Band shall apply cost principles under the applicable OMB Circular, as modified by letter dated July 16, 1991 from the OMB to the Department of the Interior or any additional exemptions subsequently granted by OMB. The IHS will assist the Band in obtaining such additional exemptions from OMB as are requested by the Band.

(c) No other audit or accounting standards shall be required by the Secretary.

(d) Any claim by the federal Government against the Band for funds received under an Annual Funding Agreement based on an audit under this section shall be subject to the provisions of Section 106(f) of Title I of the Act.

Section 6 - Records

The following provisions supplement tribal law on document disclosure and govern record keeping associated with the Compact.

(a) The Band shall maintain a record keeping system and provide the IHS reasonable access to records which permits the IHS to meet its minimal record-keeping requirements under the federal Records Act, 44 U.S.C. § 3101 et seq., or which are needed in the event of a retrocession under this Compact or any associated Annual Funding Agreement.

(b) Only those Tribal records which the Director demonstrates are required by law to be maintained as part of the IHS system of records shall be deemed federal records, and shall be subject to the Privacy Act, 5 U.S.C. § 552a et seq., and the Freedom of Information Act, 5 U.S.C. § 552, as applicable.

(c) The Band shall maintain in its record keeping system all documents necessary for the annual audit requirements in Section 5 of Article I, and shall provide reasonable access to such records to IHS for such purposes.

Section 7 - Property

(a) At the request of the Band, the Secretary or an authorized representative shall, to the extent permissible by federal law and regulation, and utilizing the process under Title I of the Act, make available and/or transfer title to reasonably divisible real or personal property that the Department has previously utilized to provide the programs, functions, services and activities consolidated by the Band in accordance with the provisions of the Compact and associated Annual Funding Agreement. A list agreed upon by the Secretary and the Band specifying the property made available to the Band shall be prepared and revised as necessary.

(b) Subject to the agreement of the General Services Administration (GSA) and at the Band's request, the Secretary shall make best efforts to acquire such "excess" property as may be appropriate to support the programs, functions, services and activities designated in the Annual Funding Agreement. Subject to the agreement of GSA, a Screener Identification Card (GSA Form 2946), or other necessary identification, shall be issued to the Band. Upon request, the Designated Official shall assist the Band in obtaining and using this card.

(c) The Band shall determine what capital equipment, leases, rentals, property and services the Band will need to perform its obligations under this Compact and the associated Annual Funding Agreement. The Band shall maintain records of such capital equipment, property rentals, leases, property or services according to tribal property management procedures.

Section 8 - Use of GSA Motor Vehicles and Travel/Lodging Agreements

(a) Subject to the agreement of GSA and at the Band's request, the Secretary shall make best efforts to acquire Interagency Motor Pool vehicles and related services for performance of the activities under this Compact and the associated Annual Funding Agreement in accordance with GSA regulations.

(b) Other Transportation Services. Subject to the agreement of GSA, the Band and its employees, operating under this Compact and the associated Annual Funding Agreement, shall be able to use discounts and special fares negotiated by the federal government with private entities, including airlines and other common carriers, to the same extent those discounts and special fares are available to the federal government. The Secretary shall exercise good faith and due diligence in obtaining such agreement and shall report in writing to the Band on the status within thirty days of the effective date of the Compact and periodically thereafter at thirty day intervals until the agreement is obtained or denied.

Section 9 - Regulatory Authority

The Secretary and the Band agree to utilize the following procedures governing the establishment and application of regulations under this Compact:

(a) Program Rules. The Band agrees to abide by all existing federal program rules published in the Federal Register in carrying out the programs, services, activities and functions under the Compact. The Band may adopt its own rules to be used in place of the existing federal rules. However, if the Band decides to replace federal rules the Band shall give written notice to the Designated Official.

(b) Federal Regulations. In order to put to good use the Secretary's general authority to waive regulations of the Department, as guided by Section 303(e) of P.L. 93-638, as amended, the Secretary will seek to expedite the waiver of any such regulation which the Secretary or the Band determine presents an obstacle to the carrying out of the Compact, its purposes, and the programs, activities, functions, and services pursuant to the Compact, under the following procedures:

i. Prior to the effective date of the Compact, the Secretary or his or her authorized representative and the Band will seek to identify any such regulations that may require waiver in order effectively to carry out the Compact;

ii. If at any time the Band determines that one or more such specific regulations requires waiver to effectively carry out the Compact, the Band may submit a written request for waiver to the Designated Official and the Secretary shall render a written decision to the Band within sixty days of receipt of the request.

iii. The Secretary shall act in the best interest of the affected Indians and shall grant the requested waiver unless the Secretary determines that applicable Federal law cannot reasonably be interpreted as permitting the requested waiver.

(c) The "model compact" procedures on regulation waivers outlined in the September 30, 1994 letter from IHS to the Band are incorporated herein and hold precedent.

Section 10 - Disputes

(a) All disputes between the IHS and the Band under this Compact or the associated Annual Funding Agreement shall be subject to the provisions of Section 110 of Title I of the

Act, and all remedies provided for therein shall be available to the Band. Actions and proceedings to enforce the Band's rights and the Secretary's obligations under this Compact and the associated Annual Funding Agreement shall be subject to the Equal Access to Justice Act, Public Law 96-481, as amended, to the same extent as are actions and proceedings involving contracts or grants under the Act.

(b) In the alternative, or in addition to the remedies and procedures in Section 110 of the Act, the parties may use the processes authorized and encouraged in the Administrative Disputes Resolution Act, 5 U.S.C. § 581, for informal resolution of disputes arising under this Compact and the associated Annual Funding Agreement, or the parties jointly may submit the dispute to third-party mediation, which for purposes of this Section means that the Secretary or his or her authorized representative and the Tribe nominate third-parties who together choose a third-party mediator ("third-party" means a person not employed by or significantly involved with either the Tribe or the Department of Health and Human Services).

Section 11 - Retrocession

(a) The retrocession provisions of Section 105(e) of the Act, are herein adopted. Such retrocession shall become effective one year from the date of the request by the Band or at such date as may be mutually agreed by the parties.

(b) The parties agree that the funds which the Band has remaining unexpended at the time of a retrocession shall be made available to the Secretary to provide services for those programs retroceded to the IHS pursuant to this clause.

(c) In the event of a retrocession, nothing in this Compact shall be construed as preventing the Band from submitting a proposal for a grant or contract under Title I of the Act to operate any of the programs, functions or services governed by this Compact and Annual Funding Agreement. In such event, the Band shall maintain its mature contractor status.

(d) At the Band's option, it may elect to retrocede only a portion of the programs, functions, services or activities undertaken under this Compact and the associated Annual Funding Agreement. In that instance, the amount of funds and the property remaining in the Band's possession for purposes of carrying out the programs, functions, services or activities retroceded shall be returned to the Secretary under this retrocession procedure.

Section 12 - Tribal Administrative Procedures; Due Process of Law

The Band shall provide administrative and judicial due process rights according to tribal law and in tribal forums as is required by the Indian Civil Rights Act, 25 U.S.C. § 1301 et seq., to persons eligible to receive services, programs, functions and activities operated pursuant to this Compact and the associated Annual Funding Agreement.

Section 13 - Successor Annual Funding Agreement

(a) Negotiations for a successor Annual Funding Agreement(s) shall begin no later than 120 days in advance of the conclusion of the preceding Annual Funding Agreement.

(b) The Secretary or an authorized representative agree to prepare and promptly supply relevant information and to comply with the Band's request for information necessary to determine the programs, functions and services and associated funding that may be available for a successor Annual Funding Agreement. Such written information shall be provided to the Band within 30 days of its request.

(c) If the IHS and the Band have no changes to make or have not been able to conclude negotiations on a successor Annual Funding Agreement, the Compact and most recent Annual Funding Agreement shall continue in force for thirty (30) to ninety (90) day increments until a new Annual Funding Agreement becomes effective.

Section 14 - Establishment of Baseline Measures

Baseline measures mutually determined by the parties shall be established within ninety (90) days of the effective date of this Compact and used for the programs, functions, services and activities that the Band shall operate under this Compact and the associated Annual Funding Agreement and for those that the Indian Health Service retains. Baseline measurements for programs, activities, functions and services previously performed or not performed by the Indian Health Service shall be established upon performance of the Indian Health Service up to and including fiscal year 1994. The IHS and the Band shall mutually establish baseline measures for assessing IHS restructuring and programmatic and administrative performance. The IHS and the Band shall work together to refine or revise such baseline measures as necessary.

ARTICLE III - OBLIGATIONS OF THE BAND

Section 1 - Consolidation

With the exception of the specific responsibilities of the Secretary identified and retained in Article IV, Section 2 and the Annual Funding Agreement, the Band will perform and otherwise be responsible for the programs, functions, services and activities identified in the Annual Funding Agreement. To the extent that a program, function, service or activity transferred to the Band in the Annual Funding Agreement is included within a contract or grant entered into pursuant to Title I of the Act, or is subject to any obligation arising from such contract or grant, that contract or grant shall be terminated by execution of the appropriate document(s) and the parties' obligations shall be governed by this Compact and the associated Annual Funding Agreement. All funds remaining in such contracts or grants shall be de-obligated and re-obligated to the Annual Funding Agreement, as necessary to maintain carryover or other funds.

Section 2 - Amount of Funds

The total amount of funds associated with the consolidation as provided for in Section 1 of this Article shall be determined in accordance with Section 303(a)(6) of Title III and shall be set forth in an Annual Funding Agreement between the Secretary and the Band, which shall be attached hereto and is incorporated in entirety into this Compact.

Section 3 - Tribal Programs

Pursuant to Section 303(b)(2) of Title III, for the year for which, and to the extent to which, funding is provided to the Band pursuant to this Compact and the associated Annual Funding Agreement, the Band shall be responsible for the administration of programs, services and activities included in the Annual Funding Agreement.

Section 4 - Merging with Other Programs

The Band may merge programs, functions, activities and services provided under its Annual Funding Agreement with other health programs, functions, activities and services provided with its own funds or funds from other sources. In such cases, the Band shall not be required to separate funds or programs, activities, functions or services so long as the Band can provide sufficient data to permit an acceptable program and financial audit to be conducted.

Section 5 - Reallocation

Reallocation of funds among health programs, functions and services shall not require Secretarial consent, except that the use of funds pursuant to this Compact and associated Annual Funding Agreement shall be subject to specific directives or limitations as may be included in applicable appropriations Acts. In addition, funds may not be transferred from one Indian Health Service appropriations account to another. Specifically, funds from the Indian Health Services accounts may not be used for purposes for which funds in the Indian Health Facilities accounts are appropriated, and vice versa, except as permitted by law.

Section 6 - Medicare, Medicaid and other Program Income

All Medicare, Medicaid and other program income received by the Band shall not offset or reduce the amount of funds negotiated to be provided under the Annual Funding Agreement.

Section 7 - Eligibility

In determining eligibility for services, the Band shall comply with applicable eligibility provisions in the Indian Health Care Improvement Act, 25 U.S.C. § 1601 et seq., applicable regulations and other law, including the provisions concerning services to non-beneficiaries under Section 813(b)(1)(B) of the Indian Health Care Improvement Act. Fees collected by the Band for services provided pursuant to § 813 shall be treated as additional supplemental funding to that negotiated in the Annual Funding Agreement. Such funds shall not offset or reduce the amount of funds negotiated in the Annual Funding Agreement.

ARTICLE IV - OBLIGATIONS OF THE UNITED STATES

Section 1 - Trust Relationship

Nothing in this Compact or the associated Annual Funding Agreement waives, modifies, or diminishes in any way the trust responsibility of the United States with respect to the Band or its members which exists under treaties, Executive Orders, Acts of Congress or otherwise.

Section 2 - Retained Programs, Functions and Services

(a) The Secretary retains responsibility for the programs, activities, functions and services that are not specifically assumed by the Band in the Annual Funding Agreement. The Band shall continue to be entitled to benefit from all such retained programs, activities, functions and

services on the same basis as other tribes. The IHS, in consultation with representatives of all tribes, may reorganize to sustain its ability to provide, in the most effective and efficient manner, the programs, activities, functions and services that have not been included in the Annual Funding Agreement.

(b) No later than 120 days prior to the end of the period covered by the Annual Funding Agreement, at the Band's request, the IHS shall provide a list of the retained programs, activities, functions and services which benefit the Band. The IHS shall provide the Band access to, and copies of, all documents and other information relevant to retained programs, activities, functions and services and shall facilitate the inclusion of such programs, activities, functions and services in future Annual Funding Agreements if it is the Band's desire to do so.

Section 3 - Financial Information

(a) At the Band's request, the Secretary shall provide the following financial and other information:

(i) Monthly reports of obligations and allowances, including all reports from Central Office, Headquarters, the Office of Tribal Self-Governance, and the Bemidji Area Office, concerning funds provided to support programs, activities, functions and services provided by Bands or tribal organizations under this compact and funds retained by the IHS to support programs, activities, functions and services retained by the IHS;

(ii) Revisions of such program plans, guidelines or budgets as they are made; and

(iii) Prompt notice of any new programs, activities, functions and services for which the Band is eligible.

(b) At the Band's request, the Secretary shall prepare and supply relevant financial and other information necessary to determine functions and associated resources that are available for successor Annual Funding Agreements. Such information shall be provided within 30 days of the request.

Section 4 - Disasters and Emergencies

The United States will maintain the Band's eligibility for special disaster relief and assistance programs as the same may from time to time become available, and shall retain responsibility to assist the Band in responding to natural or other disasters, emergencies, and unforeseen Acts of God. Nothing in this Compact may limit the liability of the United States for any claims arising prior to the effective date of this Compact. In particular, the

United States will maintain the Band's eligibility for Catastrophic Health Emergency Fund (CHEF) money and other catastrophic health care funds as may be available from time to time on par with all other Indian Health Service Units and Tribal Self-Determination contract operations.

Section 5 - Access to IHS and Other Federal Programs, Services, and Support Facilities

The United States will maintain the Band's eligibility for, and equal access to, all Department of Health and Human Services and other federal agency programs, services and facilities which would otherwise be used by the Director to support the Band's service population if the Band's Compact operations were an integral part of the Indian Health Service. In particular, the United States will maintain the Band's eligibility for benefits from special arrangements for physician and other medical professional recruitment and assignment with affiliates of the American Medical Association and other organizations and with the Federal Commissioned Officer Corps or other Federal employees. The parties acknowledge that the Band has historically relied upon a base of fifteen (15) professional positions provided the Band under the federal Commissioned Office Corps or Civil Service program. The Secretary assures the Band that the Department will make maximum efforts to continue to provide this base level of federal Commissioned Office Corps positions to the Band until the Band requests otherwise. In no event may the Secretary remove or reduce the Band's federal Commissioned Officer Corps positions in order to fulfill other needs within Indian Health Service Units and Tribal Self-Determination contract operations unless such removals or reductions are ratably applied to all other Indian Health Service Units and Tribal Self-Determination contract operations. To ensure the broadest possible candidate pool for staffing the Band's projects under this Compact, the Band shall be authorized to recruit Commissioned Corps and Civil Service personnel notwithstanding any restrictions which may otherwise be applicable. Such federal employees, including those serving the Band's projects related to the Compact on its effective date, shall maintain their federal employment status. This includes, without limitation, the ability to advance within those programs, salary and other benefits. Payment for the salaries and benefits of such employees shall continue to be the responsibility of the United States, and shall be identified in the Annual Funding Agreement, consistent with the procedures of the applicable Memorandum of Agreement with the Commissioned Corps and consistent with the Civil Service Interpersonnel Assignment procedures.

ARTICLE V - OTHER PROVISIONS

Section 1 - Designated Officials

On or before the effective date of this Compact, both the Secretary and the Band shall provide a written designation of an individual as their representative/liaison.

Section 2 - Indian Preference in Employment, Contracting and Subcontracting

42 C.F.R. §§ 36.220 and 36.221, relating to the use of Indian business concerns and Indian preference in training and employment, and to the extent they are consistent with federal law, Fond du Lac Ordinance #5/84, relating to Indian contracting preference, and Fond du Lac Ordinance #13/94, relating to tribal employment rights, shall apply to performance of programs, functions and services under this Compact and any associated Annual Funding Agreement. The parties agree that preferences based on tribal affiliation are permissible under this section.

Section 3 - Federal Tort Claims Act Coverage; Insurance

(a) The Band and its employees performing programs, activities, functions or services under this Compact and the associated Annual Funding Agreement are by statute deemed part of or employed by the United States Public Health Service for purposes of coverage under the federal Tort Claims Act while performing duties in accordance with the provisions of this Compact and associated Annual Funding Agreement, including coverage for claims of medical malpractice, as more fully described in the Indian Self-Determination Memorandum No. 92-1, incorporated herein by reference.

(b) Subject to subsection (a) and consistent with Federal law and ISDM 92-1, an employee's status as an employee of the Tribe performing programs, activities, functions or services under this Compact is not changed by the source of the funds used to pay the employee's salary and benefits as long as the employee does not receive any additional compensation for the performance of covered services from anyone other than the employer.

(c) Subject to subsection (a) and consistent with Federal law and ISDM 92-1, the coverage described in subsection (a) will be extended to the Tribe's employee who, while performing under this Compact and as a condition of employment, is required by the Tribe to provide services to non-Indian Health Services beneficiaries in order to meet the obligations under this Compact either in facilities of the Tribe or in facilities other than those of the Tribe.

Section 4 - Compact Modifications or Amendments

Any request for a modification of this Compact shall be in the form of a written amendment to the Compact and shall require the written consent of the Band and the Secretary. Upon request in writing to the other party's Designated Official, the other party shall respond to the request for modification within 60 days of the date of the request. If not approved within that 60 days, the parties agree to negotiate the proposed modification upon reconvening negotiations.

Section 5 - Interpretation of Laws and Regulations

To the extent feasible, the Secretary shall interpret federal laws and regulations in a manner that will facilitate the purposes of this Compact and any associated Annual Funding Agreement.

Section 6 - Official Not to Benefit

No member of or delegate to Congress shall be admitted to any share or part of any contract executed pursuant to this Compact, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to any contract under this Compact if made with a corporation for its general benefit.

Section 7 - Covenant Against Contingent Fees

The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contracts executed pursuant to this Compact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

Section 8 - Penalties

The parties agree that the criminal penalties set forth in 25 U.S.C. § 450(d) apply to all activities conducted pursuant to this Compact and associated Annual Funding Agreement.

Section 9 - Use of Federal Employees

Section 104 of Title I of the Act shall apply to this Compact and to any individuals assigned or detailed to the Band performing functions under this compact or leaving federal employment to perform services under this Compact and associated Annual Funding Agreement.

Section 10 - Mature Contractor Status upon Compact Termination

If the Band elects to convert all or some of the programs operated under the Compact and associated Annual Funding Agreement(s) to contract(s) under Title I of the Act, such conversion shall not affect the Band's status as a mature contractor. Such conversion shall occur only at the end of the term of the Annual Funding Agreement in effect at the time, or on another date mutually acceptable to the Band and the Secretary, and will be implemented in a manner which avoids any interruption of services to individual tribal members. If the Compact or any associated Annual Funding Agreement is terminated or the Band decides to retrocede any program, activity, function or service operated under the Compact, the Band shall not lose its Mature Contractor status.

Section 11 - Sovereign Immunity

Nothing in this Compact or associated Annual Funding Agreements shall be construed to waive the sovereign immunity of the Fond du Lac Band of Lake Superior Chippewa.

Section 12 - Contracting Rights

Subject to Section 303(b)(1) of Title III of the Act, nothing in this Compact or any associated Annual Funding Agreement shall be construed to preclude the Band from contracting with the Secretary to perform a program, activity, function or service.

Section 13 - Severability

(a) Except as provided in this section, this Compact shall not be considered invalid, void or voidable if any section or provision of this Compact is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction.

(b) If any section or provision of this Compact is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction, either party may, at its option, treat this Compact as invalid, void or voidable in accordance with the provisions of this Compact.

(c) In the event the parties decide not to treat the Compact as invalid, void or voidable under subsection (b) of this section, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of this Compact.

ARTICLE VI - ATTACHMENTS

Section 1 - Approval of the Compact

The Resolution of the Fond du Lac Reservation Business Committee approving this Compact is attached hereto as Exhibit A.

Section 2 - Annual Funding Agreement

(a) The Resolution of the Fond du Lac Reservation Business Committee approving the Annual Funding Agreement will be attached to each year's Annual Funding Agreement.

(b) The negotiated and duly approved Annual Funding Agreement identifying the programs, functions, services and activities and associated resources transferred to the Band is hereby incorporated in its entirety into this Compact and attached as Exhibit B.

Dated this 29th day of September, 1994.

FOND DU LAC BAND OF
LAKE SUPERIOR CHIPPEWA

UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN
SERVICES

BY: Robert B. Peacock
Robert B. Peacock, Chairman

BY: Michael H. Trujillo
Michael H. Trujillo, M.D.
Director
Indian Health Service

BY: Peter J. Defoe
Peter J. Defoe, Sec./Treas.

SEP 30 1994

djp/lao:08C0823A
pbs/0276/073121|FOLSG05.CMP

**MULTI-YEAR FUNDING AGREEMENT
BETWEEN THE
FOND DU LAC BAND OF LAKE SUPERIOR
CHIPPEWA
AND THE UNITED STATES
DEPARTMENT OF HEALTH AND HUMAN
SERVICES
INDIAN HEALTH SERVICE
JANUARY 1, 2013 TO DECEMBER 31, 2015**

Section 1 – Stable Base

- A. **Stable Base Funding.** The United States Department of Health and Human Services Indian Health Service (IHS) and the Fond du Lac Band of Lake Superior Chippewa (Band) agree that the basis for the funds available in calendar year 2013 will be the total of the final reconciled FY 2012 amount available of Headquarters Tribal Shares, Area Office Tribal Shares, Area Historical Base Funds, and Contract Support Costs less amounts from program formulas which are non-recurring, such as, but not limited to deferred services, Catastrophic Health Emergency Fund (CHEF), and Office of Environmental Health and Engineering (OEH&E) programs. For the subsequent years of this multi-year funding agreement (FA) the final reconciled appropriations for the previous year will be used as the starting point for determining the Stable Base Funding for the relevant year's negotiations.

The parties agree that any subsequent revision of a distribution methodology that would result in an increase or decrease to the above defined Stable Base Funding will not affect this base during the term of this agreement as defined in subsection C. of this section, Terms and Conditions of Recurring Stable Base Funding, with the exception that should the IHS recalculate the Tribal Size Adjustment (TSA) for all tribes utilizing the most current verified user population data for Headquarters (HQ) and the Bemidji Area Patient Count, the new TSA percentage will be used.

- B. **OEH&E Program Funds.** The IHS and the Band agree that the tribal shares of OEH&E are excluded from the Stable Base Funding amount calculations. The amount of funds available will be identified in each FA budget term based on the existing distribution methodology. The amount of funds and level of retained shares will be updated in each calendar year FA negotiations until the resources are made available for Stable Base Funding.

- C. **Terms and Conditions of Stable Base Funding.** The Stable Base Funding amounts identified herein will be available beginning in January 2013, subject to Congressional appropriations. It is the intent of the IHS and the Band to use the final reconciled appropriations for FY 2012 as the starting point for determining the Stable Base Funding for the 2013 negotiated amount. The parties recognize that the total amount of funding in this FA is subject to adjustment based on changes in appropriations by Congress. Upon enactment of relevant appropriation acts or other laws affecting availability of funds to the IHS, the Band will be notified and the total funding amount will be adjusted in accordance with these laws.
- D. **Adjustment to Stable Base Funding Level.** The Stable Base Funding amount will also include any mandatory or inflationary adjustment contained in Congressional appropriations. The Stable Base Funding levels will be adjusted on the same basis as other Area Tribes utilizing the Band's most current Area TSA percentage, excluding Congressional earmarks.

Except as otherwise provided in this FA, the Compact, or by law, any modifications to this FA shall be in the form of a written amendment and shall require written consent of the Band and the Secretary of Health and Human Services (Secretary) or her authorized representative.

Written consent of the Band shall not be required for issuing amendments, which result from increases in actual appropriation levels or which represent an increase in funding for programs, services, functions, and activities (PSFAs) identified in this FA. Such increases include, but not limited to:

- Program/Area/ HQ Mandatories
- Program/Area/HQ End-of-year Distributions
- CHEF
- Medicare and Medicaid Collections

- E. **Contract Support Costs (CSC).** The parties agree that the CSC funding under this Funding Agreement (FA) will be calculated and paid in accordance with Sections 508(c), 519(b) and 106(a) of the Act; IHS CSC Policy (Indian Health Manual - Part 6, Chapter 3) or its successor; and any statutory restrictions imposed by Congress. In accordance with these authorities, and taking into account available appropriations for CSC, the parties agree that under this FA the Fond du Lac Band will receive direct CSC in the amount of \$1,060,831 and indirect CSC in the amount of \$649,771 for FY 2013. These amounts were determined using the FY 2012 IHS CSC appropriation, and the Fond du Lac Band's direct cost base and indirect rate as of December 19, 2012, and may be adjusted as set forth in the IHS CSC Policy (IHM 6-3) as a result of changes in program bases, Tribal CSC need, and available CSC appropriations. Any adjustments to these amounts will be reflected in future modifications to this FA. The CSC funding will be adjusted for each subsequent Calendar years based on the IHS CSC policy (Indian Health Manual - Part 6, Chapter 3) or its successor; and any statutory restrictions imposed by Congress.

Section 2 – Amount of Funds. The amount of funds provided in 2013, pursuant to the Band's Compact of Self-Governance, and which the Secretary or her authorized representative shall

make available to the Band as provided in the Compact, shall be determined as provided in Section 4 of this FA. For the subsequent years of this multi-year FA the final reconciled appropriations for the previous year will be used as the starting point for determining the revised funding for the relevant year's negotiations.

Section 3 – Band Consolidated Programs and General Budget Categories. The Band agrees to provide the PSFA listed below: ambulatory health care and health station services (including ancillary and support services); acute medical care; hospital admissions and follow-up; obstetrics; psychiatry; podiatry; optometry; audiology; dental; physical therapy; pharmaceutical; pharmaceutical disease management; community health; medical transportation; alcohol and other drug treatment (direct and/or contracted; inpatient and/or outpatient); mental health outreach, advocacy, and counseling; contract health services; employee wellness; public health nursing including HIV/AIDS confidential testing and counseling, services to improve maternal and child health, family planning, child and teen check-ups, immunization tracking, injury prevention and car seat distribution, in-home health care, and health education (including medical and environmental); medical social services; medical and health status research; continuous quality improvement related to health services; medical and mental health intervention for identified “at-risk” youth; nutrition education and food sanitation; nutrition services for men, women, and children; medical and mental health advocacy and intervention related to domestic abuse, crime, child abuse and sexual assault; mental health case management; therapeutic support for foster care; targeted case management; mental health therapy assisted by brain state technology (neuro-biofeedback); mental health evaluation to assist in certification for foster care providers; community support services for behavioral health; orthotics; the operation and maintenance of sanitation projects (including water and sewer or waste operations); health facility and equipment operation and maintenance; and general administration and support for said activities. The Band is committed to and strives to provide quality primary health care services and will strive to meet standards the Band believes to be appropriate and applicable to the delivery of those health services. To the extent the PSFA descriptions in the Compact and FA conflict with the new descriptions or definitions provided in the Indian Health Care Improvement Act (IHCIA), as amended, the IHCIA shall prevail unless it conflicts with the ISDEAA.

The Band will provide alcohol and other drug treatment (direct and/or contracted; inpatient and/or outpatient); mental health outreach, advocacy, and counseling at the Min No Aya Win Human Services Center, Tagwii Recovery Center, and the Min No Wii Jii Win Treatment Center located on the Fond du Lac reservation, the Center for American Indian Resources in Duluth, MN, the First Nations Recovery Center in Minneapolis, MN, and the American Indian Family Center in St. Paul, MN. The Band will provide Pharmacy services at the Min No Aya Win Human Services Center, the Center for American Indian Resources in Duluth, MN, and the Mashkiki Waakaagan Pharmacy in Minneapolis, MN.

Complementary and alternative medicine (CAM) patient care services, including but not limited to acupuncture, massage therapy, chiropractic, homeopathy, and non-western, “traditional” Ojibwa medicine, which can be demonstrated to be reasonably safe and effective and are

indicated for the patient’s diagnosis or condition, may be provided following a referral from a primary care provider, (defined as MD, DO, DDS, DMD, PA, APN, DPM) and, for those facilities with an organized Medical staff mechanism, if the CAM providers are credentialed and privileged as required by the facility’s accrediting or certifying body for the specific patient care services. Pursuant to section 199A of the IHCIA as amended, 25 U.S.C. § 1680u, the United States shall not be liable for any provision of traditional health care practices, referenced as non-western “traditional” Ojibwa medicine, that results in damage, injury, or death to a patient.

Section 4 – Amount Available in 2013. The amount available to the Band pursuant to the Compact and Title V of the ISDEAA, as amended, which does not include program formula line items (OEH&E) and indirect CSC which are subject to Section 1-E of the FA, is \$12,371,407. This total is derived from the Indian Health Service budget categories and administrative levels as identified on the Area and HQ FA Detail Report, which is incorporated as an attachment and made a part of this FA. The total is comprised of the following:

Total Available Funding 2013

Total HQ Share	\$315,105
Total Area Shares.....	\$659,713
Fond du Lac Base w/o Indirect CSC	\$12,418,760

TOTAL AVAILABLE FUNDING W/O Indirect CSC\$13,393,578

RETAINED for 2013

126 DIR Support	\$2,420
137 National DIR.....	\$5,677
1301 Direct Operations	\$1,317
2402 EH	\$2,380
2401 SFC	\$8,545
HEADQUARTERS TOTAL.....	\$20,339

302 Program Planning.....	\$4,654
314 H&C Management Information Services	\$2,481
320 Environmental Health	\$10,044
322 SFC Area	\$17,862
326A OEH Sanitarian Field.....	\$26,595
326B OEH Sanitarian District	\$6,026
327 SFC Field OEH Engineer	\$138,929
AREA TOTAL	\$206,591

HEADQUARTERS & AREA RETAINED TOTAL\$226,930

332 Cost of Commissioned Officers	\$563,002
331 Eligibility adjustment for 16 individuals	\$14,695
Sub Total.....	\$577,697

GRAND RETAINED TOTAL\$804,627

Negotiated Funding 2013

Total Headquarters Shares	\$292,552
Total BAO Shares	\$154,242
Total FDL Base w/o Indirect CSC.....	\$11,795,630
Total OEH&E Shares	\$302,094

2013 FA NEGOTIATED FUNDING TOTAL W/O Indirect CSC \$12,544,518

It is recognized that there may be errors in calculations or other mistakes regarding estimates of tribal funding share, which may need to be renegotiated. Both parties agree to take action to correct such errors as they are identified. The funds provided under this FA have been negotiated using the same residual and categorical line item assumptions utilized in 2013 agreements with other Tribes. It is not necessary for the Band and the IHS to renegotiate and/or re-sign this FA in order to add in additional resources that may become available during 2013.

In 2013, the IHS will retain \$14,695 from this FA to provide service to those 16 individuals identified by the IHS as eligible for direct services pursuant to 42 C.F.R. § 136.12 but who may have been denied access to services by the Band as a result of the Band's eligibility policy. These funds will be given to the IHS or Tribal facility the individuals are utilizing as an alternative to cover the cost of care that may be incurred for the health care of the 16 individuals. The amount of funds retained was calculated by multiplying the individual user amount (\$918.44) calculated in the FA and multiplying it by 16 to reach a total amount of \$14,695. The IHS and the Band agree that this funding retention is subject to adjustment in future years' negotiations. The amount retained to provide services to the disenfranchised will be recalculated during the subsequent years of this multi-year FA to reflect any increases in the amount of funding for the direct care sub-sub activities.

Section 5 – Programs Retained. The Secretary or her authorized representative shall retain responsibility for providing the PSFA for all benefits offered to Native Americans not specifically identified in the foregoing Section 3.

Section 6 – Restricted Programs, Services, Functions, and Activities. The Band is not authorized under this Agreement to redesign or to shift or transfer any of the funding for any PSFA which are subject to special restrictions imposed by appropriation acts.

Section 7– Payment. Notwithstanding any inconsistent compact terms relating to schedule of payment, the IHS agrees to pay to the Band the amounts due the Band under Section 4 in one

annual lump sum payment to the Band by January 30, of each year of this three-year agreement, subject to the availability of Congressional appropriations.

Section 8 – Health Status Reporting. The Band agrees to report on health status and service delivery in accordance with the requirements of Section 507(a)(1) of the ISDEAA, 25 U.S.C. § 458aaa-6(a)(1). GPRA Measures will be used as guidance in measuring the relative costs and benefits of activities undertaken by the Band in the FA. The GPRA Measures to be used for the term of this FA are attached as Addendum D.

Section 9 – Reassumption. The parties agree that the IHS will reassume operation of a PSFA (or portion thereof) and associated funding transferred from the IHS to the Band in this Agreement only in the event that the requirements of Section 507(a)(2) of the ISDEAA, 25 U.S.C. § 458aaa-6(a)(2), are met.

Section 10 - Statutorily Mandated Grants. In accordance with section 505(b)(2) of the ISDEAA, 25 U.S.C. § 458aaa-4(b)(2), and its implementing regulations, the parties agree that the IHS will add the Band's Diabetes grants, and any other statutorily mandated grant awarded through the IHS to this FA after these grants have been awarded, upon written request from the Band. Grant funds will be paid to the Band as a lump sum advance payment through the PMS grants payment system. The Band will use interest earned on such funds to enhance the specific statutorily mandated grant program including allowable administrative costs. The Band will comply with all the terms and conditions of the grant award for statutorily mandated grants, including reporting requirements, and will not reallocate grant funds nor redesign the grant program.

Section 11 – Commissioned Corps Officers. The parties agree that the terms and conditions of the detail of Commissioned Corps officers are governed by a separate Memorandum of Agreement that shall not be construed to be a part of the FA or Compact or subject to the final offer provisions of 25 U.S.C. § 458aaa-6(b)-(c).

Section 12 – Assisted Living, Long-term Care, and Home and Community Based Services. In addition to the PSFAs set out in Section 3, the Band will provide assisted living, long-term care, and home and community-based services as defined and authorized in Section 205 (25 U.S.C. § 1621d) of the IHCA as amended. Only eligible individuals, as defined in Section 124 (25 U.S.C. § 1621d(c)), shall receive long-term care services.

Section 13 – Dialysis Program. In addition to the PSFAs set out in Section 3, the Band will provide dialysis programs including the purchase of dialysis equipment and the provision of necessary staffing as per Section 204 (25 U.S.C. § 1621c(d)) of the IHCA as amended.

Section 14 – Licensing. As authorized by Section 124 (25 U.S.C. § 1621t) of the IHCA, as amended, licensed health professionals employed by the Band's health program shall be exempt, if licensed in any State, from the licensing requirements of the State in which the Band's health program performs the services described in the Compact and FA.

Section 15 – Exemption from Fees. As authorized by Section 124 (25 U.S.C. § 1616q) of the IHCA, as amended, employees of the Band's health program shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service Commissioned Corps and other employees of the IHS are exempt from such fees.

Section 16 – Reimbursements from Certain Third-Parties of the Costs of Health Services. The Band has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with Section 206 (25 U.S.C. § 1621e) of the IHCA, as amended. Further, the Band has elected to directly collect Medicare and other Social Security Act health benefits payments in accordance with the requirements of Section 401 (25 U.S.C. § 1641) of the IHCA, as amended. The Band shall provide to the IHS a list of each provider enrollment number (or other identifier) under which such program receives such reimbursements or payments.

Section 17 – Patient Travel Costs. Patient travel costs may be incurred, including those for escorts, as provided for in Section 213 (25 U.S.C. 1621f) of the IHCA, as amended.


Section 18 – Access to Health Coverage. The Band may use federal funds for purchase of health care coverage in accordance with Section 402 (25 U.S.C. § 1642) of the IHCA, as amended.

Section 19 – Confidentiality of Medical Quality Assurance Records. The Band operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with Section 805 (25 U.S.C. § 1675) of the IHCA, as amended.

Section 20 – Payer of Last Resort. Whether providing, purchasing, or authorizing health care services described in the Compact and FA, in accordance with 25 U.S.C. § 1623, and as otherwise provided in law, the Band shall be the payer of last resort.

THE FOREGOING PROVISIONS OF THIS MULTI-YEAR FUNDING AGREEMENT TO THE COMPACT OF SELF-GOVERNANCE BETWEEN THE FOND DU LAC BAND OF LAKE SUPERIOR CHIPPEWA AND THE INDIAN HEALTH SERVICE ARE HEREBY AGREED TO ON THE DATES INSCRIBED BELOW.

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES INDIAN HEALTH SERVICE BY:


for **Yvette Roubideaux, M.D.**
Director, Indian Health Service

5-23-13
Date Signed

FOND DU LAC BAND OF LAKE SUPERIOR CHIPPEWA BY:


Karen Diver, Chairwoman
Fond du Lac Band

12/21/12
Date Signed


Ferdinand Martineau Jr., Secretary/Treasurer
Fond du Lac Band

12-21-12
Date Signed

SELF-GOVERNANCE FA TABLE

Tribe: Fond Du Lac

CY: 2013

Compact#:67G950034

Date: December 12, 2012

		PROGRAM			AREA			HEADQUARTERS			TOTALS					
SUB-SUB		AFA	MOA &	Pgm Total	AFA	Retained	Area Total	AFA	Retained	HQ Total	AFA	Retained	AFA Total			
ACTIVITY		Amount	Buyback	Amount to	Amount	Services	Amount to	Amount	Services	Amount to	Amount	Services	Amount to			
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)			
(1)	Hospitals & Clinics	7,194,251	1	(622,130)	6,572,121	155,507	2	(7,135)	148,372	190,676	3	(8,097)	182,579	7,540,434	(637,362)	6,903,072
(2)	Dental	141,546		0	141,546	0		0	0	4,491		0	4,491	146,037	0	146,037
(3)	Mental Health	69,072		0	69,072	0		0	0	7,807		0	7,807	76,879	0	76,879
(4)	Alcohol & Subst Abuse	436,272		0	436,272	5,870		0	5,870	16,551		0	16,551	456,693	0	458,693
(5)	Reimbursements	0		0	0	0		0	0	0		0	0	0	0	0
(6)	Public Health Nursing	47,351		0	47,351	0		0	0	3,132		0	3,132	50,483	0	50,463
(7)	Health Education	14,816		0	14,816	0		0	0	3,939		0	3,939	18,755	0	18,755
(8)	Community Health Reps.	175,096		0	175,096	0		0	0	8,139		0	8,139	183,235	0	183,235
(9)	Immunization AK	0		0	0	0		0	0	0		0	0	0	0	0
(10)	Direct Operations	0		0	0	0		0	0	57,344	3	(1,317)	56,027	57,344	(1,317)	56,027
(11)	Contr Supp Costs-Direct	1,060,831		0	1,060,831	0		0	0	0		0	0	1,060,831	0	1,060,831
(12)	Contr Supp Costs-Indirect	649,771		0	649,771	0		0	0	0		0	0	649,771	0	649,771
(13)	Self-Governance	0		0	0	0		0	0	0		0	0	0	0	0
(14)	Other, Services (Annual)	0		0	0	0		0	0	0		0	0	0	0	0
(15)	Total, Services	9,789,006		(622,130)	9,166,876	161,377		(7,135)	154,242	292,079		(9,414)	282,665	10,242,462	(638,679)	9,603,783
(16)	Contract Health Services	3,278,525		0	3,278,525	0		0	0	9,887		0	9,887	3,288,412	0	3,288,412
(17)	Environ Hlth Support	1,000		0	1,000	199,456		(199,456)	0	0		0	0	200,456	(199,456)	1,000
(18)	Facilities Support	0		0	0	29,800		0	29,800	0		0	0	29,800	0	29,800
(19)	OEHE Support	0		0	0	0		0	0	13,139		(10,925)	2,214	13,139	(10,925)	2,214
(20)	Maint & Improvement	0		0	0	201,118		0	201,118	0		0	0	201,118	0	201,118
(21)	Sanit Facilities - Housing	0		0	0	0		0	0	0		0	0	0	0	0
(22)	Sanit Facilities - Regular	0		0	0	0		0	0	0		0	0	0	0	0
(23)	Equipment	0		0	0	67,962		0	67,962	0		0	0	67,962	0	67,962
(24)	Total, Indian Hlth Facil	1,000		0	1,000	498,336		(199,456)	298,880	13,139		(10,925)	2,214	512,475	(210,381)	302,094
(25)	Catastrophic	0		0	0	0		0	0	0		0	0	0	0	0
(26)	Medicare	0		0	0	0		0	0	0		0	0	0	0	0
(27)	Medicaid	0		0	0	0		0	0	0		0	0	0	0	0
(28)	Other	0		0	0	0		0	0	0		0	0	0	0	0
(29)	Total, No-year IHS	0		0	0	0		0	0	0		0	0	0	0	0
(30)	Quarters	0		0	0	0		0	0	0		0	0	0	0	0
(31)	Contract Hlth Svs (pr yr)	0		0	0	0		0	0	0		0	0	0	0	0
(32)	Indian Hlth Facil (pr yr)	0		0	0	0		0	0	0		0	0	0	0	0
(33)	Other 1/	0		0	0	0		0	0	0		0	0	0	0	0
(34)	Total, Other	0		0	0	0		0	0	0		0	0	0	0	0
(35)	GRAND TOTAL, AFA	13,068,531		(622,130)	12,448,401	659,713		(206,591)	453,122	315,105		(20,339)	294,766	14,043,349	(849,060)	13,194,289
Remarks:																
1/		4 MOAs, DISENF., BIOMED.														
2/		Planning, MIS														
3/		OIT (National Data Warehouse)														

TRIBE: FOND DU LAC 1/01/2013 12/31/2013

DATE: 12/12/2012 0:00

Prepared by: ALN

BEMIDJI AREA - Pre-Negotiation Sheet DRAFT

2013 AFA DETAIL BY ACCOUNT

Based on 2012 Appropriations

A	B	C	D	E	F	G	H	I
Item Numbers From Tables	AFA SHARES BY AREA ACCOUNT	Sub-Sub	2012 Total Starting Base	2012 Initial Shares	2012 Mandatory Increases	2013 Shares Eligible	2013 Retained Amount	2013 Negotiated Amount
Health Services Account								
301	Area Director	H/C	433,686	25,878		25,878	0	25,878
302	Program Planning	H/C	77,997	4,654		4,654	4,654	0
305	CMO/OCS Support	H/C	175,172	10,453		10,453	0	10,453
306	Behavioral Health	ASA	98,378	5,870		5,870	0	5,870
307	Recruitment	H/C	95,778	5,715		5,715	0	5,715
309	Non-Contractable	H/C	178,917	22,707		22,707	0	22,707
310	Contract Health Service	H/C	83,234	4,967		4,967	0	4,967
311	Executive Officer & Support	H/C	158,932	9,483		9,483	0	9,483
312	Budget	H/C	244,194	14,571		14,571	0	14,571
313	Contracting	H/C	444,286	26,511		26,511	0	26,511
314	Office Services	H/C	96,470	5,756		5,756	0	5,756
	MIS	H/C	415,821	24,812		24,812	2,481	22,331
	TOTAL HEALTH SERVICES ACCOUNT		2,502,866	161,377		161,377	7,135	154,242
AREA OEHE*								
319	Facility Support		208,170	18,344		18,344	0	18,344
320	Environmental Health Support		287,441	10,044		10,044	10,044	0
321	Engineering Services		130,000	11,456		11,456	0	11,456
322	SFC Area		322,017	17,862		17,862	17,862	0
	TOTAL AREA OEHE		947,629	57,706		57,706	27,906	29,800
AREA MANAGED*								
	Alcohol Reg. Trtmt. Ctrs.					0		0
326A	OEH Sanitarian (Field)		689,858	26,595		26,595	26,595	0
326B	OEH Sanitarian (District)		172,465	6,026		6,026	6,026	0
327	SFC Field OEH Engineer		2,230,305	138,929		138,929	138,929	0
328	M&I		2,282,296	201,118		201,118	0	201,118
328A	Equipment		981,694	67,962		67,962	0	67,962
	TOTAL AREA MANAGED		6,356,618	440,630		440,630	171,550	269,080
	TRIBES OPERATING UNIT		2012 Starting	2012 Initial	2012	2013	2013	2013
	BASE FUNDING		Base	Base	Increases	Eligible	Withheld	Negotiated
	Hospitals & Clinics ^{1/}	H/C	100,073,597	6,937,351	256,900	7,194,251	622,130	6,572,121
	Dental	DEN	4,362,824	141,773	(227)	141,546	0	141,546
	Mental Health	M/H	2,324,780	69,183	(111)	69,072	0	69,072
	Alcohol/Substance Abuse	ASA	10,373,267	436,971	(699)	436,272	0	436,272
	Public Health Nursing	PHN	2,221,310	47,427	(76)	47,351	0	47,351
	Health Education	HE	635,163	14,840	(24)	14,816	0	14,816
	Community Health Reps.	CHR	4,847,563	175,377	(281)	175,096	0	175,096
	Contract Health Service	CHS	52,412,948	2,949,454	329,071	3,278,525	0	3,278,525
	Direct Contract Support Costs	DCSC	11,083,148	1,038,107	22,724	1,060,831	0	1,060,831
	Indirect Contract Support Costs ^{2/}	IDCSC	13,356,076	442,528	207,243	649,771	0	649,771
341	Environmental Health	OEH	33,000	1,000	0	1,000	0	1,000
	TRIBE BASE TOTAL		201,723,676	12,254,011	814,521	13,068,532	622,130	12,446,402
	TOTAL BEMIDJI AREA		211,530,789	12,913,724	814,521	13,728,245	828,721	12,899,524
								0
	Buy Back Services						Withheld	
	Supports Clinical Applications Coordinator (CAC)					2,791	0	
	Supports Business Office Coordinator (BOC)					4,231	0	
	Health Information Management (HIM)					5,415	0	
	Vista Imaging (Vista)					9,286	0	
	Area Dental Officer (ADO)					5,000	0	
	Total Buy Back Service					26,723	0	
	GRAND TOTAL			\$12,913,724	\$814,521	\$13,728,245	\$828,721	\$12,899,524

1/ Buyback services withheld pursuant to 25 U.S.C. § 458aaa-7(e) and (f) and 42 C.F.R. § 137.95 : \$14,695 for disenfranchised + \$44,433 bio-med

Other withheld: MOA 2013 est. \$534,100 + Admin. Fee \$28,902 = \$563,002 for 4 officers. Total withheld: \$622,130

2/ Indirect Contract Support Costs (IDC) are nonrecurring, must be justified annually, and can only be used for IDC.

* OEHE funds are based on workload and change each year

Reviewed by Finance: _____ Date: _____

Table #4:

HQ PFSAs for FY 2013 TSA and Program Formula Lines **Budget, Eligible Shares, and Previous Negotiated Amount**

Estimates Based on FY 2012 IHS Appropriation

FOND DU LAC

TSA Shares allocable to
this contract or compact

\$301,967

Hospitals & Clinics	TSA	PF	BB	Pool	Shares	Last Nego.	Retain	Transfer
0101 Emergency Fund	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$4,134,750				
0104 Inter-Agency Agreements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0	\$4,307	\$4,307		4307
0105 Management Initiatives	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$2,141,269				
0106 A.C.O.G. Contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$102,585	\$342	\$342		342
0107 H.P./D.P. Initiatives	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$3,618,907	\$6,224	\$6,224		6224
0110 N.E.C.I.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,152,453	\$3,852	\$3,852		3852
0111 Nurse Initiatives	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,334,181	\$4,350	\$4,350		4350
0112 Nursing Coststeps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$671,963	\$2,246	\$2,246		2246
0113 Chief Clinical Consultant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$288,580	\$964	\$964		964
0115 Emergency Medical Svcs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$484,074	\$1,293	\$1,293		1293
0117 Traditional Advocacy Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$104,666	\$350	\$350		350
0118 Research Projects	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,330,740	\$4,425	\$4,426		4425
0119 A.A.I.P. Contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$27,814	\$92	\$92		92
0120 Clinical Support Center-Phoenix	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,802,247	\$6,372	\$6,372		6372
0121 Coststeps-Non Physicians	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$84,656	\$282	\$283		282
0123 Physician Residency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$286,961	\$960	\$959		960
0124 Recruitment/Retention	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,135,660	\$7,138	\$7,139		7138
0125 U.S.U.H.S., etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$3,176,991	\$10,618	\$10,619		10618
0126 D.J.R. Support Fund	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$25,853,233	\$86,422	\$84,003	2420	84002
0127 Evaluation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,105,576	\$3,695	\$3,695		3695
0128 National Indian Health Board	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$477,719	\$1,585	\$1,585		1585
0129 Albuquerque Administration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$926,689	\$3,502	\$3,501		3502
0130 Nutrition Training Center	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$359,034	\$1,298	\$1,298		1298
0131 Diabetes Program-Albuquerque/HQ	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,337,890	\$4,660	\$4,660		4660
0132 Cancer Prevention-Albuquerque/HQ	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$744,777	\$2,611	\$2,610		2611
0133 Health Records	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$141,799	\$374	\$374		374
0134 AIDS Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$440,111	\$2,488	\$2,487		2488
0135 Handicapped Children	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$359,826	\$1,264	\$1,264		1264
0137 National DIR Support-Albuquerque/HQ	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$8,628,538	\$28,962	\$23,286	5677	23285
				\$63,233,689	\$190,677	\$182,583	8097	182579

Dental Health

	TSA	PF	BB	Pool	Shares	Last Nego.	Retain	Transfer
0201 IHS Dental Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,059,849	\$4,491	\$4,491		4491
0202 IHS Dental Program - PgmFormula	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$5,437,378				
				\$6,497,227	\$4,491	\$4,491		

Mental Health

	TSA	PF	BB	Pool	Shares	Last Nego.	Retain	Transfer
--	-----	----	----	------	--------	------------	--------	----------

Monday, June 04, 2012

FOND DU LAC

0301	MH/SS Technical Assistance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,560,160	\$5,280	\$5,280		5280
0302	C.M.I. Grants	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$645,493	\$2,158	\$2,157		2158
0303	National Conference	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$110,494	\$369	\$369		369
					<u>\$2,316,147</u>	<u>\$7,807</u>	<u>\$7,806</u>		7807

<i>Alcohol/Sub. Abuse</i>	<i>TSA</i>	<i>PF</i>	<i>BB</i>	<i>Pool</i>	<i>Shares</i>	<i>Last Nego.</i>	<i>Retain</i>	<i>Transfer</i>
0401	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$3,069,185	\$15,176	\$15,176		15176
0402	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$822,860	\$1,375	\$1,375		1375
				<u>\$3,892,045</u>	<u>\$16,551</u>	<u>\$16,551</u>		16551

<i>Contract Health Care</i>	<i>TSA</i>	<i>PF</i>	<i>BB</i>	<i>Pool</i>	<i>Shares</i>	<i>Last Nego.</i>	<i>Retain</i>	<i>Transfer</i>
0501	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$7,940,474				
0504	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,954,975	\$9,887	\$9,886		9887
				<u>\$10,895,449</u>	<u>\$9,887</u>	<u>\$9,886</u>		

<i>Public Health Nursing</i>	<i>TSA</i>	<i>PF</i>	<i>BB</i>	<i>Pool</i>	<i>Shares</i>	<i>Last Nego.</i>	<i>Retain</i>	<i>Transfer</i>
0601	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$948,339	\$3,132	\$3,132		3132
0602	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$2,495,174				
				<u>\$3,443,513</u>	<u>\$3,132</u>	<u>\$3,132</u>		

<i>Health Education</i>	<i>TSA</i>	<i>PF</i>	<i>BB</i>	<i>Pool</i>	<i>Shares</i>	<i>Last Nego.</i>	<i>Retain</i>	<i>Transfer</i>
0701	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,167,030	\$3,939	\$3,939		3939
				<u>\$1,167,030</u>	<u>\$3,939</u>	<u>\$3,939</u>		

<i>CHR</i>	<i>TSA</i>	<i>PF</i>	<i>BB</i>	<i>Pool</i>	<i>Shares</i>	<i>Last Nego.</i>	<i>Retain</i>	<i>Transfer</i>
0801	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,429,583	\$8,139	\$8,139		8139
				<u>\$2,429,583</u>	<u>\$8,139</u>	<u>\$8,139</u>		

<i>Direct Operations</i>	<i>TSA</i>	<i>PF</i>	<i>BB</i>	<i>Pool</i>	<i>Shares</i>	<i>Last Nego.</i>	<i>Retain</i>	<i>Transfer</i>
1301	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$17,167,734	\$57,344	\$56,028		1317 56027
				<u>\$17,167,734</u>	<u>\$57,344</u>	<u>\$56,028</u>		

<i>Facilities & Envr. Hlth. S</i>	<i>TSA</i>	<i>PF</i>	<i>BB</i>	<i>Pool</i>	<i>Shares</i>	<i>Last Nego.</i>	<i>Retain</i>	<i>Transfer</i>
2401	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$2,352,389		See Table 4F	8545	
2402	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$1,405,902		See Table 4F	2380	
2403	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$2,292,699		See Table 4F		444
2404	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$1,420,463		See Table 4F		0
2405	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$472,440		See Table 4F		1770
				<u>\$7,943,893</u>			10925	2214

20339 294766

FOND DU LAC

Other: _____

Note: For shares in line 2401-2405, please
refer to Table 4F to be provided by Area.

--	--

Negotiated Totals

20339	294766
-------	--------

Notes

These notes clarify guidance to IHS lead negotiators that has been printed on Table #4 since 1997. The clarification is intended to more fully describe but not to change policies. The term "contracted" here means both contract and compact agreements.

Column 7 of Table #3 identifies headquarters PSFAs that are freestanding and other PSFAs that are intricately associated with carrying out field based PSFAs. The majority, 60 of 77 PSFAs, are freestanding. Freestanding PSFAs have important benefits to the Indian health care system but in a diffuse and collective manner. Freestanding PSFAs are severable from field based PSFA and the Tribe can weigh the value of contracting them without concern of immediate and direct impact on day-to-day operations. For 17 headquarters PSFAs that are intricately associated with field based PSFAs, the Tribe should weigh the value of contracting them together with potential effects on associated field based PSFA. If the Tribe retained the IHS to carry out some field based PSFA, the ALN should provide information about potential trade-offs of contracting associated headquarters PSFAs so that the Tribe can make informed decisions.

If the Tribe neither fully contracts nor fully retains a PSFA (a portion of the elements identified for the PSFA is contracted and a portion is retained), the ALN should attach to Table 4 negotiated terms for retained portions to be carried out by headquarters and also post them to the HQ Shares Database. If the period of performance is not a full year, the negotiators should agree on pro-rated amounts in proportion to the portion of year covered by the agreement.

Tribal Size Adjustment (TSA) PSFA: The amount in the Shares column was initially determined by the TSA formula in 1997. Since then, the calculated shares are protected in accordance with Section 508(d)(1)(C)(ii) of the ISDEAA. Any funding changes enacted in appropriations are proportionally applied for each PSFA in each budget sub-activity. Typically, TSA shares taken by contract/compact are designated as recurring because annual IHS appropriations ordinarily do not fluctuate significantly.

Program Formula (PF) PSFA: The amount in the Shares column is calculated annually by separate program formula unique to each PSFA. Program formula allocations may differ year-to-year and may be non-recurring. If program formula allocations are incomplete at time of negotiations, amounts will be blank, but program formula shares may be allocated later to the Tribe. Facilities and Environmental Health Support, lines 2401 - 2401, are recomputed annually with updated data and are displayed in separate Table 4F.

Base Budget (BB): Stable funding level over a multi-year period to operate IHS PFSA's under Title V Compact.

Rounding: Amounts may not exactly match due to rounding. Rounding errors of \$0 - \$3 are typical and may cause a slight difference between "Shares" and "Last Negotiated". In such cases, the "Shares" amount is considered definitive.

DRAFT

Table 4F
Estimated Area and Headquarters Facilities Appropriation Funds for FY 2013 SD/SG Negotiations

DRAFT

Current Funds Manager
Possible SG Tribe or Org
Tribes Served:
Comments:

BE.FOND DU LAC BAND (CHIPPEWA)
Fond Du Lac
Fond Du Lac

Serv Type: T5
For Fiscal Year: 2013

HQ Line 3	Activity Description		AREA			HEADQUARTERS - Facilities Appropriation						
			FY 2012	FY 2013	FY 2013	Base Thru	Share Factor	FY 2012	FY 2013	FY 2013	FY 2013	Base Thru
Actual	Avail 106a1	Negotiated			Actual			Av 106a	Calcul	Negot		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
		Maintenance and Improvement (M&I)(2100)										
1		Routine M&I IHS owned Facility	0	0	0	0						
2		Routine M&I Tribally owned Facility	215,231	201,118	0	0						
3		Project M&I IHS owned Facility	0	0	0							
4		Project M&I Tribally owned Facility	38,282	0	0							
a		Subtotal Non-base (26)	253,513	201,118	0							
b		Subtotal base (26)	0	0	0							
2100		Total M&I (26)	253,513	201,118	0		Calculated on line 2405a					
	5	M&I Environmental Remediation Projects					Available with accepted proposal					
2200	9	Sanitation Facilities (P.L. 86-121 Projs) (00)	Available through amendment process									
2300	10	Health Care Facilities (NEW) (00)					With line item construction project					
		Facilities and Environ Health Support (2400)										
		Environ Health Support Account (EHSA)										
11		San Fac Constr (SFC) Support - Proj Related	0	138,929	0							
12		AO SFC Program Mgm1 - Proj Related	0	0	0							
13		SFC Support - Non-project Related	0	17,862	0	0						
14		AO SFC Program Management-Non-project Related	0	0	0	0						
15		Other: otherSFC	0	0	0	0						
a		Subtotal Non-Base (27)	0	156,791	0							
b		Subtotal Base (27)	0	0	0							
c		Subtot HQ-OEHE Support -SFC Non-Base (29)					0.0545	0	8,545	0	0	
d		Subtotal HQ-OEHE Support -SFC Base (29)						0	0	0	0	0
2401		Total HQ-OEHE Support - SFC Related (29)										
16		Environ Health Services - Basic Program	0	42,665	0	0						
17		Environ Health Services - Institutional Hlth	0	0	0	0						
18		Environ Health Services - Injury Prevention	0	0	0	0						
19		AO Environmental Health Services Support	0	0	0	0						
20		Other: otherEnviron	1,000	1,000	0	0						
a		Subtotal Non-Base (27)	1,000	43,665	0							
b		Subtotal Base (27)	0	0	0							
c		Subtot HQ-OEHE Support EHS Non-Base (29)					0.0545	0	2,380	0	0	
d		Subtotal HQ-OEHE Support EHS Base (29)						0	0	0	0	0
2402		Total HQ-OEHE Support - EHS Related (29)						0	2,380	0	0	
		Facilities Support Account (FSA)										
31		Service Unit Operations	0	0	0							
32		Biomedical	0	0	0							
33		AO FSA Support	18,434	18,344	0							
34		AO Real Property Support	0	0	0							
35		AO Biomedical Program	0	0	0							
36		M&I Engineering Support	11,237	11,456	0							
37		Other: otherFSA	0	0	0							
		Total FSA (28)	29,671	29,800	0							
2403		HQ Facilities and Real Property Support										
a		Total HQ - OEHE Support - FSA Related (29)					0.0149	0	444	0	0	
b		HQ Real Property(based on net # of bldgs transferred to tribe) (29)		0	0		236.3979	0	0	0	0	
2404		Facilities Planning and Construction Support	Available with line 2300									
2405		Engineering Services Support										
a		M&I Contracting Services (29)					0.0088	0	1,770	0	0	
b		New Health Care Facilities (29)					Available with line 2300					
2400		TOTAL Facilities and Environ Support (29)	30,671	230,256	0			0	13,139	0	0	
2500		Equipment Replacement (01)	69,361	67,962	0	0						
		SubTotal (Non-Base)	353,545	499,336	0			0	13,139	0	0	
		SubTotal (Base Budget Pilot)	0	0	0			0	0	0	0	
		GRAND TOTAL	353,545	499,336	0			0	13,139	0	0	

IHS Lead Negotiator:

SUPPORT PACKAGE SELECTION
Identifies Total DIR Shares Available for selected Tribe

Tribal Lead Negotiator:

Name/Site:

TITLE V

(DIR worksheet # 3)

Fond Du Lac

	NATIONAL DATABASE SERVICES	TELECOMM. MANAGEMENT SERVICES	SOFTWARE DEVELOPMENT & MAINTENANCE SERVICES	SYSTEM SUPPORT & TRAINING SERVICES	DIR/ITSC RETAINED SHARES
<u>SUPPORT PACKAGE # 1</u>	<u>PREMIER</u>	<u>PREMIER</u>	<u>PREMIER</u>	<u>PREMIER</u>	
Tribal Shares Available	\$16,809 100%	\$42,024 100%	\$48,192 100%	\$17,764 100%	
RE-ENTER Select Share(s)	\$0	\$0	\$0	\$0	\$0
<u>SUPPORT PACKAGE # 2</u>	<u>REGULAR</u>	<u>REGULAR</u>	<u>REGULAR</u>	<u>REGULAR</u>	
Tribal Shares Available	\$13,447 80.0%	\$31,938 76.0%	\$19,277 40.0%	\$4,441 25.0%	
RE-ENTER Select Share(s)	\$0	\$0	\$0	\$0	\$0
<u>SUPPORT PACKAGE # 3</u>	<u>ECONOMY</u>	<u>ECONOMY</u>	<u>ECONOMY</u>		
Tribal Shares Available	\$9,414 56.0%	\$17,230 41.0%	\$10,120 21.0%		
RE-ENTER Select Share(s)	\$9,414	\$0	\$0		\$9,414
<u>8%</u> —> TOTAL RETAINED					\$9,414
<u>OVERVIEW OF SERVICE LEVELS</u>					TOTAL AVAILABLE
					\$124,788

Based on the above package selection, the Indian Health Service and Tribe have both acknowledged and accept the terms and responsibilities required for effective and efficient service delivery. Should there be a need to modify the level of support, this will be done by designated individuals/teams of each party.

Note: The above support packages are based on aggregate available FY2007 DIR Tribal Shares. It will be left to the discretion of the Lead Negotiator or Area Office Representative to break down the dollar amounts to more detail if required by customer.

Fond du Lac Band of Lake Superior Chippewa

Reservation Business Committee

1720 Big Lake Rd.
Cloquet, MN 55720
Phone (218) 879-4593
Fax (218) 879-4146



Chairwoman
Karen R. Diver

Secretary/Treasurer
Ferdinand Martineau, Jr.

Dist. I Representative
Wally Dupuis

Dist. II Representative
Sandra M. Shabiash

Dist. III Representative
Kevin R. Dupuis Sr.

Executive Director,
Tribal Programs
Chuck Walt

Executive Director,
Enterprises
Michael Himango

RESOLUTION # 1401/12

Multi Year Funding Agreement with the Indian Health Service for 2013-2015

The Fond du Lac Reservation Business Committee, on behalf of the Fond du Lac Band of Lake Superior Chippewa, hereby enact the following Resolution:

WHEREAS, the Fond du Lac Band of Lake Superior Chippewa are a sovereign people, who occupy the Fond du Lac Reservation and retain their aboriginal rights of self-government and self-determination pursuant to the Treaty of LaPointe of September 30, 1854, 10 Stat. 1109; the Indian Reorganization Act of 1934, 25 U.S.C. § 461 et seq.; the common law of the United States; and as recognized by the United Nations Declaration on the Rights of Indigenous Peoples of September 13, 2007; and

WHEREAS, it is the sovereign obligation of the Fond du Lac Reservation Business Committee, as the duly-constituted governing body of the Fond du Lac Band, to exercise the responsibilities of self-government and management over the Band's affairs; and

WHEREAS, the Fond du Lac Reservation Business Committee has compacted with the Indian Health Service for its tribal shares since January 1, 1995; and

WHEREAS, it is necessary for the Fond du Lac Band to negotiate a multiyear funding agreement with the Indian Health Service to determine resources available to the Band; and

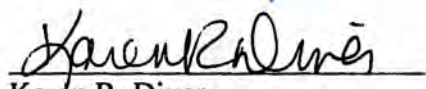
WHEREAS, the Fond du Lac Reservation Business Committee has negotiated a multiyear funding agreement for 2013 through 2015;

NOW THEREFORE BE IT RESOLVED, that the Fond du Lac Reservation Business Committee fully supports the multiyear funding agreement negotiated with the Indian Health Service for 2013 through 2015; and

BE IT FURTHER RESOLVED that the Chairwoman and the Secretary Treasurer be authorized to sign all official documents related to this matter.

CERTIFICATION

We do hereby certify that the foregoing Resolution was duly presented and acted upon by vote of 3 for, 0 against, 0 silent, with a quorum of 4 being present at a Special Meeting of the Fond du Lac Reservation Business Committee held on December 19, 2012 on the Fond du Lac Reservation.


Karen R. Diver
Chairwoman


Ferdinand Martineau, Jr.
Secretary-Treasurer

ORIGINAL

**COMPACT
BETWEEN
FOREST COUNTY POTAWATOMI COMMUNITY
AND THE
UNITED STATES OF AMERICA**

EFFECTIVE FEBRUARY 1, 2005

This Compact of Self-Governance is made and entered into by and between the Secretary of Health and Human Services of the United States of America ("Secretary"), represented by the Director of the Indian Health Service ("Director"), and the Forest County Potawatomi Community ("FCPC" or "Tribe"). This Compact is entered into under the Title V of the Indian Self-Determination and Education Assistance Act ("the Act"), as amended ("Title V"), which authorizes the Secretary to enter into compacts and funding agreements with Tribes. The Secretary has delegated the authority to enter into this Compact and Funding Agreement to the Director. This Compact reflects the tribal commitment to assure access to a comprehensive, integrated, and tribally-controlled health care delivery system.

RECITALS.

WHEREAS, Federal health services to maintain and improve the health of the American Indians are consonant with and required by the Federal Government's historical and unique legal relationship with, and resulting responsibility to, the American Indian people, 25 U.S.C. § 1601(a);

WHEREAS, the Congress has declared that it is the policy of the United States, in fulfillment of its special responsibilities and legal obligations to the American Indian people, to assure the highest possible health status for Indians and to provide all resources necessary to effect that policy, 25 U.S.C. § 1602(a);

WHEREAS, the Forest County Potawatomi Community, a federally recognized Indian tribe as defined in 25 U.S.C. § 450b(e) and 25 U.S.C. § 458aaa(b), has established the Forest County Potawatomi Health and Wellness Center and other tribal departments for the purpose of providing a comprehensive, integrated, and tribally-controlled health care delivery system;

WHEREAS, Forest County Potawatomi Community has provided health services for many years under self-determination contracts with the Indian Health Service and has been recognized by the Indian Health Service as a tribal operating unit;

COMPACT BETWEEN FCPC AND THE UNITED STATES OF AMERICA
EFFECTIVE FEBRUARY 1, 2005

WHEREAS, in furtherance of the federal policy of American Indian and Alaska Native tribal self-determination and self-governance, Congress has directed the Secretary of Health and Human Services (herein the "Secretary") to carry out the "Tribal Self-Governance Program" authorized by Title V of the Indian Self-Determination and Education Assistance Act;

WHEREAS, Congress, in Title V, has authorized the Secretary to negotiate and implement a Compact and Funding Agreements with Tribes that have satisfied the requirements set forth in 25 U.S.C. § 458aaa-2(c);

WHEREAS, Congress has directed that the Funding Agreement, which the Secretary negotiates with Forest County Potawatomi Community, shall authorize Forest County Potawatomi Community to plan, conduct, consolidate, administer, receive full tribal shares of funding, for all programs, services, functions and activities ("PSFAs") (or portions thereof) that are carried out for the benefit of Indians because of their status of Indians without regard to the agency or office of the IHS within which the PSFA (or portion thereof) is performed.

WHEREAS, the Funding Agreement shall set forth terms that generally identify the programs, services, functions or activities (or portions thereof) to be performed or administered, and for such programs, services, functions or activities the general budget category assigned; the funds to be provided, including those funds to be provided on a recurring basis; the time and method of transfer of funds; the responsibilities of the Secretary; and any other provisions with respect to which Forest County Potawatomi Community and the Secretary agree in accordance with 25 U.S.C. § 458aaa-4;

WHEREAS, the Forest County Potawatomi Community may redesign or consolidate programs, functions, services and activities (or portions thereof) included in a Funding Agreement under 25 U.S.C. § 458aaa-4 and reallocate or redirect funds for such programs, services, functions, and activities (or portions thereof) in any manner which the Forest County Potawatomi Community deems to be in the best interest of the health and welfare of the Indian Community being served, only if the redesign or consolidation does not have the effect of denying eligibility for services to populations groups otherwise eligible to be served under applicable Federal law pursuant to 25 U.S.C. § 458aaa-5(e);

WHEREAS, the Forest County Potawatomi Community shall not be obligated to continue performance of programs, services, functions, or activities (or portions thereof) set forth in the Funding Agreement that require expenditure of funds in excess of the amount transferred under the Compact or Funding Agreement as provided in 25 U.S.C. § 458aaa-7(k);

WHEREAS, nothing in this Compact or associated Funding Agreement shall be construed to limit or reduce in any way the funding for any program, project or activity serving an Indian Tribe under Title V or any other applicable Federal law, 25 U.S.C. § 458aaa-14;

COMPACT BETWEEN FCPC AND THE UNITED STATES OF AMERICA
EFFECTIVE FEBRUARY 1, 2005

WHEREAS, in Title V, Congress has directed that the Funding Agreement, which the Secretary negotiates with Forest County Potawatomi Community shall contain certain provisions as specified in 458aaa-6(a);

WHEREAS, Congress has directed that each provision of the Act and this Compact and associated Funding Agreements shall be liberally construed for the benefit of Indian Tribes participating in self-governance and any ambiguity shall be resolved in favor the the Tribes, 25 U.S.C. § 458aaa- 11(f);

WHEREAS, except as otherwise provided by law the Secretary shall interpret all Federal laws, Executive orders, and regulations in a manner that will facilitate the inclusion of activities, programs, services, and functions (or portions thereof) and funds associated therewith into this Compact and associated Funding Agreements, the implementation of this Compact and associated Funding Agreements; and the achievement of the Forest County Potawatomi Community's health goals and objectives, 25 U.S.C. § 458aaa-11(a);

WHEREAS, the Forest County Potawatomi Community Executive Council has authorized by resolution the Chairman to enter into this Compact and associated Funding Agreements with the Secretary on behalf of the Tribe;

NOW, THEREFORE, the Secretary and Forest County Potawatomi Community do hereby agree to enter into, undertake, and be bound by this Compact as set forth in Title V of the Act.

ARTICLE 1 — AUTHORITY AND PURPOSE

Section 1.1 – Authority. This Compact of Self-Governance is authorized by Title V of the Act, as amended, 25 U.S.C. § 458aaa *et seq.*, and is hereby entered into by the Secretary, represented by the Director, and the Forest County Potawatomi Community. The Director of the Indian Health Service by signing this Compact commits the Secretary to the extent and within the scope of the Secretary's delegation of authority to enter into Compacts and Funding Agreements pursuant to Title V or as otherwise authorized.

Section 1.2 – Purpose. This Compact shall be liberally construed to achieve the purposes of the Tribal Self-Governance Program.

1.2.1 This Compact is authorized by Title V of the Indian Self-Determination and Education Assistance Act, and is intended to transfer the full control and funding to the Forest County Potawatomi Community over decision making for Federal programs, services, functions, and activities in order to to implement the Federal policy of government-to-

COMPACT BETWEEN FCPC AND THE UNITED STATES OF AMERICA
EFFECTIVE FEBRUARY 1, 2005

government relationships with Indian Tribes and strengthen the Federal policy of self-determination, and to uphold the United States trust responsibility for each Indian Tribe. This Compact promotes the autonomy Forest County Potawatomi Community in the field of health care.

1.2.2 This Compact enables the Forest County Potawatomi Community to plan, conduct, consolidate, re-design and administer programs, activities, functions, and services of the Indian Health Service under the terms set forth in the Compact as provided in Title V of the Act; to reallocate funds for such programs, services, functions, and activities according to the priorities of Forest County Potawatomi Community, to enhance the effectiveness and long-term financial stability of Forest County Potawatomi Community; and to streamline the Federal IHS bureaucracy.

1.2.3 This Compact enables the United States to maintain and improve its unique and continuing relationship with and responsibility to Tribes through tribal self-governance and to permit an orderly transition from federal domination of programs and services. This Compact and associated Funding Agreements transfers to Forest County Potawatomi Community the responsibility for the programs, activities, functions and services of the Indian Health Service included in the Funding Agreement and provides Forest County Potawatomi Community with meaningful authority, control, funding, and discretion to plan, conduct, redesign, and administer programs, services, functions, and activities pursuant to Title V. In fulfilling its responsibilities under the Compact and consistent with the April 29, 1994, Memorandum from the President of the United States of America for the Heads of Executive Departments and Agencies, attached hereto as Exhibit A, the Secretary hereby pledges that the Indian Health Service will conduct all relations with Forest County Potawatomi Community on a government-to-government basis.

ARTICLE 2 — TERMS, PROVISIONS AND CONDITIONS

Section 2.1 – Term and Effective Date. The term of this Compact begins on the effective date of the first Funding Agreement and shall extend thereafter throughout the period authorized by Title V of the Act, and any subsequent amendment thereto, provided Forest County Potawatomi Community has a Funding Agreement in effect, and shall remain in effect for so long as is permitted by Federal law or until terminated by mutual written agreement, retrocession, or reassumption pursuant to 25 U.S.C. § 458aaa-3(d).

Section 2.2 – Funding Amount. Subject to the appropriation of funds by the Congress of the United States and in accordance with 25 U.S.C. § 458aaa-7, the Secretary shall provide the total amounts specified in the Funding Agreement.

COMPACT BETWEEN FCPC AND THE UNITED STATES OF AMERICA
EFFECTIVE FEBRUARY 1, 2005

Section 2.3 – Payment.

2.3.1 Payment Schedule. Payment shall be made according the schedule set forth in the Funding Agreement.

2.3.2 Interest on Advances. Forest County Potawatomi Community shall be permitted to retain interest earned on funds advanced pending disbursement as authorized by law. Interest earned on advances shall not diminish the amount of funds Forest County Potawatomi Community is authorized to receive under its Funding Agreement in the year earned or in any subsequent fiscal year. All funds transferred under the Funding Agreement pursuant to this Compact shall be managed using the prudent investment standard pursuant to 25 U.S.C. § 458aaa-7(h).

Section 2.4 – Reports to Congress. In accordance with 25 U.S.C. § 458aaa-13, the Secretary shall submit to the Senate Committee on Indian Affairs and the House Resources Committee a written report not later than January 1 of each year on the administration of Title V of the Act. Each report shall include a detailed analysis on the level of need being presently funded or unfunded for the Tribe. The contents of each report shall comply with 25 U.S.C. § 458aaa-13(b). In compiling the reports, the Secretary may not impose any reporting requirements on Forest County Potawatomi Community not otherwise provided in Title V of the Act. The Secretary shall provide Forest County Potawatomi Community with a draft of each report required to be submitted to Congress under this provision for a thirty (30) day comment period prior to the submission of the report to Congress so that Forest County Potawatomi Community may comment on the report. The Secretary shall include Forest County Potawatomi Community's comments in the final report to Congress.

Section 2.5 – Audits

2.5.1 Single Audit. Forest County Potawatomi Community shall provide to the Designated Official of the Secretary an annual single organization-wide audit as prescribed by the Single Audit Act of 1984, 31 U.S.C. § 7501, *et seq.* A copy of this audit will be sent simultaneously to the Indian Health Service Office of Audit Resolution and the cognizant agency.

2.5.2 Cost Principles. Forest County Potawatomi Community shall apply cost principles under the applicable OMB circular, except as modified by 25 U.S.C. § 450j-1, other provisions of law, or by any exemptions to applicable OMB circulars subsequently granted by OMB. No other audit or accounting standards shall be required by the Secretary. Any claim by the Federal Government against Forest County Potawatomi Community relating to funds received under this Compact and associated Funding Agreements based on any audit under section 2.5 shall be subject to the provisions of 25 U.S.C. § 450j-1(f). 25 U.S.C. § 458aaa-5(c)(2)

COMPACT BETWEEN FCPC AND THE UNITED STATES OF AMERICA
EFFECTIVE FEBRUARY 1, 2005

Section 2.6 – Records. Forest County Potawatomi Community's practices relating to record-keeping associated with this Compact shall comply with 25 U.S.C. § 458aaa-5(d)(2) and be set forth in the Funding Agreement.

Section 2.7 – Property.

2.7.1 In General. The provisions of 25 U.S.C. § 458aaa-11(c) hereby incorporated by reference into this Compact.

2.7.2 Property Management. Management of property under this Compact shall be in accordance with additional provisions included in Forest County Potawatomi Community's Funding Agreement.

2.7.3 Access to Property Subject to Destruction. To the extent IHS has been provided notice, prior to the destruction of federal property which would otherwise be declared surplus or excess and which is located within the service area of Forest County Potawatomi Community, the Secretary, if previously requested by Forest County Potawatomi Community, shall provide notice of such proposed destruction to Forest County Potawatomi Community. Such notice shall inform Forest County Potawatomi Community of the name and address of the official responsible for determining whether such property will be destroyed or declared surplus or excess. If the Secretary is the responsible official, the Secretary will consider information provided by Forest County Potawatomi Community regarding transfer of the property, rather than destruction, and, if not the responsible official, the Secretary will assist Forest County Potawatomi Community in communicating information to the responsible official.

2.7.3 Leases. Upon the request of a Forest County Potawatomi Community, the Secretary shall enter into a lease with Forest County Potawatomi Community in accordance with 25 U.S.C. § 450j(l).

Section 2.8 – Effect of Circulars, Policies, Manuals, Guidances, and Rules. Unless expressly agreed to by Forest County Potawatomi Community in this Compact or associated Funding Agreements, Forest County Potawatomi Community shall not be subject to any agency circular, policy, manual, guidance, or rule adopted by the Indian Health Service, except for the eligibility provisions of 25 U.S.C. § 450j(g) and regulations promulgated under 25 U.S.C. § 458aaa-16.

Section 2.9 – Disputes.

2.9.1 All disputes between the Indian Health Service and Forest County Potawatomi Community under this Compact shall be subject to Title V and the provisions of 25 U.S.C. § 450m-1 and all remedies provided for therein. Actions and proceedings to enforce Forest

COMPACT BETWEEN FCPC AND THE UNITED STATES OF AMERICA
EFFECTIVE FEBRUARY 1, 2005

County Potawatomi Community's rights and the Secretary's obligations under this Compact shall be subject to the Equal Access to Justice Act, Public Law 96-481, as amended, to the extent allowed by Federal statutes and regulations. *See* 42 C.F.R. § 137.450.

2.9.2 In the alternative, the Indian Health Service and Forest County Potawatomi Community may use the processes authorized and encouraged in the Administrative Dispute Resolution Act, 5 U.S.C. § 581 note, for more informal resolution of disputes arising under this Compact and associated Funding Agreement.

Section 2.10 – Subsequent Funding Agreements.

2.10.1 Negotiations for subsequent Funding Agreements shall begin no later than 60 days in advance of the conclusion of the preceding Funding Agreement. Forest County Potawatomi Community is hereby assured that future funding of Forest County Potawatomi Community's subsequent Funding Agreements shall only be reduced pursuant to the provisions of 25 U.S.C. § 458aaa-7(d)(1)(C)(ii). The Secretary agrees to conduct Area pre-negotiation meetings where the Agency will supply information reasonably needed to determine the funds that may be available for a subsequent Funding Agreement and to respond to other requests for information from Forest County Potawatomi Community to the extent feasible.

2.10.2 The terms of this Compact and the existing Funding Agreement shall, at the option of Forest County Potawatomi Community, remain in full force and effect until a subsequent Funding Agreement becomes effective. As provided in 25 U.S.C. § 458aaa-4(e), the terms of the subsequent Funding Agreement will become retroactive to the end of the term of the preceding Funding Agreement. Any increases in funding to which Tribes are entitled by law or which have been made available by Congress, or increases which Forest County Potawatomi Community subsequently negotiates, shall be included in Forest County Potawatomi Community's subsequent Funding Agreement.

Section 2.11 – Health Status Reports. In accordance with 25 U.S.C. § 458aaa-6(a)(1), Forest County Potawatomi Community shall provide the Secretary a health status and service delivery report to the extent that relevant data is not otherwise available to the Secretary and specific funds for this purpose are provided to Forest County Potawatomi Community in its Funding Agreement. Such reporting may impose only minimal burdens on Forest County Potawatomi Community and shall be consistent with regulations promulgated under 25 U.S.C. § 458aaa-16.

Section 2.12 – Transportation And Other Supply Sources.

2.12.1 Use of Motor Vehicles. Subject to agreement of the General Services Administration (GSA) and at Forest County Potawatomi Community's request, the Secretary

COMPACT BETWEEN FCPC AND THE UNITED STATES OF AMERICA
EFFECTIVE FEBRUARY 1, 2005

shall make best efforts to acquire Interagency Motor Pool vehicles and related services for performance of programs, activities, functions and services under this Compact and associated Funding Agreements in accordance with GSA regulations.

2.12.2 Other Supply Sources. Federal supply sources (including lodging, airline transportation, and other means of transportation) shall be available to Forest County Potawatomi Community in accordance with 25 U.S.C. §§ 458aaa-7(e) and 458aaa-15(a).

Section 2.13 – Limitation of Costs. Forest County Potawatomi Community shall not be obligated to continue performance that requires an expenditure of funds in excess of funds awarded under the Funding Agreement. In accordance with 25 U.S.C. § 458aaa-7(k), if, at any time, Forest County Potawatomi Community has reason to believe that the total amount required for performance of a Funding Agreement, or a specific activity conducted under the Funding Agreement, would be greater than the amount of funds awarded under the Funding Agreement, Forest County Potawatomi Community may provide reasonable notice to the Indian Health Service. If Indian Health Service does not take such action as may be necessary to increase the amount of funds awarded under the Funding Agreement, Forest County Potawatomi Community may suspend performance of the Funding Agreement until such time as additional funds are transferred.

Section 2.14 – Reassumption. The Secretary may reassume a program, service, function, or activity (or portions thereof) carried out by Forest County Potawatomi Community under this Compact and associated Funding Agreements, and the funding associated with such program, service, function or activity (or portion thereof), pursuant to 25 U.S.C. § 458aaa-6(a)(2) and the regulations at 42 C.F.R. Part 137, Subpart M.

ARTICLE 3— OBLIGATIONS OF FOREST COUNTY POTAWATOMI COMMUNITY

Section 3.1 – Consolidation. Forest County Potawatomi Community will be responsible for performing the health programs, activities, functions and services as specified in Section 3.3 and the Funding Agreement, as provided for in Section 6.2 of this Compact. To the extent a program, activity, function, or service included within a contract or grant entered into pursuant to 25 U.S.C. §§ 450f and 450h is included within a Funding Agreement, that contract or grant shall be modified or terminated as appropriate. The parties' obligations shall be governed by this Compact and all funds previously obligated under contracts or grants (including carry-over funds) will be re-obligated to Forest County Potawatomi Community under the Funding Agreement. Such terminated contracts shall be identified by contract number in the Funding Agreement.

COMPACT BETWEEN FCPC AND THE UNITED STATES OF AMERICA
EFFECTIVE FEBRUARY 1, 2005

Section 3.2 – Amount of Funds. The total amount of funds the Secretary shall make available to Forest County Potawatomi Community, shall be determined in accordance with 25 U.S.C. § 458aaa-7(c), and shall be set forth in the Funding Agreement.

Section 3.3 – Compact Programs. The programs, services, functions, and activities that will be the responsibility of Forest County Potawatomi Community under this Compact shall be identified in the Tribe's Funding Agreements.

Section 3.4 – Eligibility for Services. In determining eligibility for services, Forest County Potawatomi Community shall comply with applicable eligibility provisions set forth in the Indian Health Care Improvement Act, as amended, applicable Federal regulations, and other Federal law.

Section 3.5 – Reallocation, Redesign and Consolidation. In accordance with 25 U.S.C. § 458aaa-5(e), Forest County Potawatomi Community may redesign or consolidate programs, services, functions, and activities (or portions thereof) included in the Funding Agreement under 25 U.S.C. § 458aaa-4 and reallocate or redirect funds for such programs, services, functions, and activities (or portions thereof) in any manner that the Tribe deems to be in the best interest of the health and welfare of the Indian community being served, only if the redesign or consolidation does not have the effect of denying eligibility for services to population groups otherwise eligible to be served under applicable Federal law.

Section 3.6 – Consolidation with Other Programs. Forest County Potawatomi Community may consolidate programs, services, functions, and activities and associated funds identified in its Funding Agreement with other programs, services, functions, and activities provided with its own funds or funds from other sources, provided that the programs, services, functions, and activities are allowable for inclusion in a funding agreement under 25 U.S.C. § 458aaa-4. When programs, services, functions, and activities are consolidated in the Funding Agreement by Forest County Potawatomi Community, the Tribe and its employees carrying out those programs, services, functions, and activities will receive Federal Tort Claims Act coverage in accordance with 42 C.F.R. § 137.220 and 25 C.F.R. Part 900 Subpart M. In cases in which the Tribe consolidates programs, services, functions, and activities under this section, Forest County Potawatomi Community shall not be required to separate dollars or programs, services, functions, and activities so long as the Tribe can provide sufficient data to permit an acceptable program and financial audit to be conducted.

Section 3.7 – Program Income, including Medicare/Medicaid. All Medicare, Medicaid or other program income earned by Forest County Potawatomi Community shall be in addition to that negotiated in the Funding Agreement and Forest County Potawatomi Community may retain all such income, including Medicare/Medicaid, and expend such funds in the current year or in future years, except to the extent that the Indian Health Care

COMPACT BETWEEN FCPC AND THE UNITED STATES OF AMERICA
EFFECTIVE FEBRUARY 1, 2005

Improvement Act (25 U.S.C. § 1601 *et seq.*) provides otherwise for Medicare and Medicaid receipts. Such additional funds shall not result in any off-set or reduction in the negotiated amount of the Funding Agreement.

Section 3.8 – Carryover of Funds. All funds paid to Forest County Potawatomi Community in accordance with this Compact or associated Funding Agreements shall remain available until expended. In the event the Tribe elects to carry over funding from one year to the next, such carry-over shall not diminish the amount of funds Forest County Potawatomi Community is authorized to receive under its Funding Agreement in that or any subsequent fiscal year.

Section 3.9 – Matching Funds. All funds provided under this Compact or associated Funding Agreements shall be treated as non-Federal funds for purposes of meeting matching and other cost participation requirements under any other Federal or non-Federal program pursuant to 25 U.S.C. § 458aaa-11(d).

ARTICLE 4— OBLIGATIONS OF THE UNITED STATES

Section 4.1 – Trust Responsibility. In accordance with 25 U.S.C. §§ 458aaa-6(g) and 458aaa-14(b), nothing in this Compact waives, modifies, or diminishes in any way the trust responsibility of the United States with respect to the Forest County Potawatomi Community or individual American Indians or Alaska Natives that exists under treaties, Executive orders, and other laws or court decisions.

Section 4.2 – Programs Retained.

4.2.1 The Secretary hereby retains the responsibility for the programs, activities, functions and services that are not specifically assumed by Forest County Potawatomi Community through its Funding Agreement, and Forest County Potawatomi Community shall continue to be entitled to the full benefit of those programs, activities, functions, and services retained by the Indian Health Service. In accordance with 25 U.S.C. § 458aaa-5(h), Forest County Potawatomi Community shall be eligible for new programs of the Secretary and the Indian Health Service on the same basis as other Tribes. The Indian Health Service, in consultation with Tribes, may reorganize to sustain its ability to provide, in the most effective and efficient manner, all programs, activities, functions, and services that have not been included in the Funding Agreement.

4.2.2 As part of the annual Bemidji Area pre-negotiation meeting, or no later than 60 days prior to the end of each fiscal year, whichever is earlier, the Indian Health Service shall provide Forest County Potawatomi Community with a written list of the retained programs, activities, functions, and services relevant to Indian health care for the upcoming fiscal year

COMPACT BETWEEN FCPC AND THE UNITED STATES OF AMERICA
EFFECTIVE FEBRUARY 1, 2005

in the area Forest County Potawatomi Community provides services. To the fullest extent permitted by law, the Secretary shall provide Forest County Potawatomi Community access to, and copies of, all documents and other information relevant to any ongoing retained programs, activities, functions, or services. The Secretary will cooperate with Forest County Potawatomi Community to facilitate the inclusion of programs, activities, functions and services in future Funding Agreements.

Section 4.3 – Financial and Other Information.

4.3.1 To assist Forest County Potawatomi Community in monitoring compliance with 25 U.S.C. § 458aaa-7(c), the Secretary shall provide to the Tribe:

4.3.1.1 Reports from Headquarters, the Office of Tribal Self-Governance and the Bemidji Area Office, concerning funds provided to support programs, activities, functions and services provided by Forest County Potawatomi Community under this Compact and funds retained by the Indian Health Service to support programs, activities, functions and services retained by the Indian Health Service; and

4.3.1.2 prompt notice of any new programs, activities, functions and services for which Forest County Potawatomi Community may be eligible, including the funding available for such programs, activities, functions and services.

4.3.2 The Secretary shall prepare and supply, no later than 60 days prior to the end of the fiscal year in which the request is made, relevant financial information and comply with Forest County Potawatomi Community's request for information needed to determine funds that may be available for a successor Funding Agreement.

Section 4.4 - Savings. To the extent that programs, services, functions and activities (or portions thereof) carried out by Indian Tribes under Title V reduce the administrative or other responsibilities of the Secretary with respect to the operation of Indian programs and result in saving that have not otherwise been included in the amount of tribal shares and other funds determined under 25 U.S.C. § 458aaa-7(c), the Secretary shall make such savings available to Indian Tribes, including the Forest County Potawatomi Community, inter-tribal consortia, or tribal organizations for the provision of additional services to program beneficiaries in a matter equitable to directly served, contracted, and compacted programs. 25 U.S.C. § 458aaa-6(f).

COMPACT BETWEEN FCPC AND THE UNITED STATES OF AMERICA
EFFECTIVE FEBRUARY 1, 2005

ARTICLE 5 — OTHER PROVISIONS

Section 5.1 – Designated Officials/Agent. On or before the effective date of this Compact, both the Secretary and Forest County Potawatomi Community shall provide a written designation of an individual as their representative/liaison. The Secretary shall direct all communications about the Compact, and relevant Funding Agreement to the Tribe's designee. Reference herein to Forest County Potawatomi Community or the Secretary shall include the respective Designated Official thereof. Should the Secretary or Forest County Potawatomi Community, during this Compact, designate a different individual as their representative/liaison, the parties shall inform the other party in writing at the time of the designee change.

Section 5.2 – Indian Preference in Employment, Contracting and Sub-Contracting. The tribal employment and contract preference laws adopted by Forest County Potawatomi Community shall govern with respect to administration of the Compact and associated Funding Agreements or portions thereof.

Section 5.3 – Federal Tort Claims Act Coverage; Insurance.

5.3.1 Federal Tort Claims Act Coverage. For purposes of Federal Tort Claims Act coverage, Forest County Potawatomi Community and its employees (including individuals performing personal services contracts with Forest County Potawatomi Community to provide health care services) are deemed to be employees of the Federal government while performing work under this Compact and associated Funding Agreements. This status is not changed by the source of the funds used by Forest County Potawatomi Community to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than Forest County Potawatomi Community.

5.3.2 Insurance. Forest County Potawatomi Community may, without approval of the Secretary, expend funds provided under this Compact and associated Funding Agreements to purchase insurance and indemnification, including insurance covering the risk of loss of or damage to property used in connection with this Compact and associated Funding Agreements without regard to the ownership of such property, to the extent that the expenditure of the funds is supportive of the programs, services, functions and activities carried out by Forest County Potawatomi Community under this Compact and associated Funding Agreements.

5.3.3 Personal Services Contracts. Personal services contracts shall be covered under this provision to the extent provided under 25 U.S.C. § 450f(d).

COMPACT BETWEEN FCPC AND THE UNITED STATES OF AMERICA
EFFECTIVE FEBRUARY 1, 2005

Section 5.4 – Compact Modifications or Amendments. Amendment to this Compact must be in writing and be signed by the authorized signatory for Forest County Potawatomi Community and the Secretary.

Section 5.5 – Construction Funding. Forest County Potawatomi Community may carry out construction projects or programs in accordance with Titles I or V of the Act. In doing so, the Tribe elects to comply with the regulations of the elected statutory provision. 25 U.S.C. § 458aaa-8.

Section 5.6 – Officials Not to Benefit. No member of or delegate to Congress shall be admitted to any share or part of any contract executed pursuant to this Compact, or to any benefit that may arise there from; but this provision shall not be construed to extend to any contract under this Compact if made with a corporation for its general benefit.

Section 5.7 – Covenant Against Contingent Fees. The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Compact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

Section 5.8 – Penalties. The parties agree that the criminal penalties set forth in 25 U.S.C. § 450d apply to all activities conducted pursuant to this Compact and associated Funding Agreements.

Section 5.9 – Use of Federal Employees. The provisions of 25 U.S.C. § 450i, as set forth in the individual Memoranda of Agreement and Inter-Governmental Personnel Act Agreements entered into by the Indian Health Service to assign or detail individuals to Forest County Potawatomi Community, shall apply to this Compact and associated Funding Agreements.

Section 5.10 – Extraordinary or Unforeseen Events. This Compact is intended to obligate Forest County Potawatomi Community to carry out all usual and ordinary functions respecting the programs, activities, functions and services for which it is undertaking to assume responsibility under its Funding Agreement. In the event major unforeseen or extraordinary events occur, as jointly identified by Forest County Potawatomi Community and the Secretary, with consequences beyond the control of the Tribe, Forest County Potawatomi Community shall have access to additional services and funding amounts for its Funding Agreement as described in its Funding Agreement. The parties will seek to ensure that funds available to Forest County Potawatomi Community to deal with the unforeseen circumstance will not be less than would have been available to non-Compact Tribes or the Indian Health Service had they encountered a similar circumstance.

COMPACT BETWEEN FCPC AND THE UNITED STATES OF AMERICA
EFFECTIVE FEBRUARY 1, 2005

Section 5.11 – Mature Contractor Status upon Compact Termination. In accordance with 25 U.S.C. § 458aaa-5(g)(3), should Forest County Potawatomi Community elect to convert all or some of the programs, services, functions, or activities operated under the Compact back to contract status under Title I, the resulting self-determination contract shall be a mature self-determination contract. Such conversion would occur only at the end of the Compact term, on another date mutually acceptable to Forest County Potawatomi Community and the Secretary, or as otherwise provided in this Compact, and will be implemented in a manner which avoids any interruption of services.

Section 5.12 – Limitation of Liability. Any liability to the United States or to any third party incurred by Forest County Potawatomi Community arising out of its performance of or expenditure of funds under this Compact and Forest County Potawatomi Community's Funding Agreement shall be the obligation only of Forest County Potawatomi Community.

Section 5.13 – Sovereign Immunity. Nothing in this Compact or in any Funding Agreement shall be construed as a waiver by Forest County Potawatomi Community of its sovereign immunity.

Section 5.14 – Secretarial Interpretation and Rules of Construction. The Secretary shall interpret all Federal laws, Executive orders, and regulations in a manner that will facilitate the inclusion of programs, services, functions, and activities (or portions thereof) and funds associated therewith, into this Compact and the associated Funding Agreements; the implementation of this Compact and the associated Funding Agreements; and achievement of Forest County Potawatomi Community's health goals and objectives in accordance with 25 U.S.C. § 458aaa-11(a). Each provision of Title V of the Act and of this Compact and associated Funding Agreements shall be liberally construed for the benefit of Forest County Potawatomi Community and any ambiguity shall be resolved in favor of Forest County Potawatomi Community. 25 U.S.C. § 458aaa-11(f).

Section 5.15 – Severability.

5.15.1 Except as provided in this section, this Compact shall not be considered invalid, void or voidable if any section or provision of this Compact is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction.

5.15.2 If any section or provision of this Compact is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction, either party may, at its option, treat this Compact as invalid, void, or voidable, in accordance with the provisions of this Compact.

5.15.3 In the event that the parties decide not to treat the Compact as invalid, void or voidable under subsection 5.15.2, the parties will seek agreement to amend, revise or delete

COMPACT BETWEEN FCPC AND THE UNITED STATES OF AMERICA
EFFECTIVE FEBRUARY 1, 2005

any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of this Compact.

Section 5.16 – Applicability of Title I Provisions. At the request of a Forest County Potawatomi Community, any provision of Title I, not already specified in 25 U.S.C. § 458aaa-15(a), to the extent such provision does not conflict with a provision in Title V, shall be made a part of a Funding Agreement. The Secretary is obligated to include such provision at the option of Forest County Potawatomi Community. If such provision is incorporated it shall have the same force and effect as if it were set out in full in Title V and in the Funding Agreement. Should Forest County Potawatomi Community request such an incorporation sometime other than during the negotiation stage of the Funding Agreement, Forest County Potawatomi Community will present the proposed incorporated Section to the Indian Health Service, OTSG, with a copy to the Director of the Bemidji Area Office. The Director of the Indian Health Service shall approve a written amendment to the Funding Agreement within 30 days after receipt of the proposal. In the case of any such provision, it shall be deemed incorporated in the Funding Agreement immediately, unless Forest County Potawatomi Community receives a written notice from the Indian Health Service within 30 days of the date of the request stating that the provision is not in Title I. In the event a Forest County Potawatomi Community requests such incorporation at the negotiation stage of this Compact or Funding Agreement, such incorporation shall be deemed effective immediately and shall control the negotiation and resulting Compact and Funding Agreement.

Section 5.17 — Purchases from the Indian Health Service. With respect to functions transferred by the Indian Health Service to Forest County Potawatomi Community under this Compact or Funding Agreement, the Indian Health Service shall provide goods and services to Forest County Potawatomi Community, on a reimbursable basis, including payment in advance with subsequent adjustment. The reimbursements received from those goods and services, along with the funds received from Forest County Potawatomi Community pursuant to this section, may be credited to the same or subsequent appropriation account which provided the funding, such amounts to remain available until expended.

ARTICLE 6 — ATTACHMENTS

Section 6.1 – Resolution. The resolution of the Executive Council of the Forest County Potawatomi Community is attached as Exhibit B.

Section 6.2 – Funding Agreement. Each Funding Agreement entered into between the Secretary of Health and Human Services, represented by the Director of the Indian Health Service, and Forest County Potawatomi Community shall be governed by this Compact.

COMPACT BETWEEN FCPC AND THE UNITED STATES OF AMERICA
EFFECTIVE FEBRUARY 1, 2005

United States of America
Secretary of Health and Human Services

By: Mary Jane Stuster
Director, Indian Health Service

Date: 01/31/05

Forest County Potawatomi Community

By: Harold Frank
Harold Frank
Chairman, Executive Council

Date: 1-26-05

FOREST COUNTY POTAWATOMI COMMUNITY
EXECUTIVE COUNCIL RESOLUTION

RESOLUTION NO. 002-2005

*Relating to Title V Self-Governance Compact and Funding Agreements and Amendments thereto
between the Forest County Potawatomi Community and the Secretary of Health and Human
Services of the United States of America*

WHEREAS, the Forest County Potawatomi Community is a duly constituted Tribal Government in accordance with all the provisions of the Forest County Potawatomi Constitution adopted on June 5, 1982 pursuant to the Indian Reorganization Act of June 18, 1934 (P.L. 73-383), AND

WHEREAS, the Forest County Potawatomi Community Executive Council has studied the Tribal Health Care programs and services, reviewed the long term health care needs of the Community, and completed to its satisfaction the planning phase required for participation in the Tribal Self-Governance Program, AND

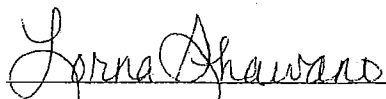
WHEREAS, the Forest County Potawatomi Community has determined that participation in the Tribal Self-Governance Program authorized by Title V of the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, as amended, 25 U.S.C. § 458aaa *et seq.*, will advance the commitment of the Community to assure access to a comprehensive, integrated, and tribally-controlled health care delivery system, AND

WHEREAS, the Forest County Potawatomi Community has conducted negotiations with the Indian Health Service, as the agent for the Secretary of Health and Human Services of the United States of America, of a Self-Governance Compact and related Funding Agreement,

NOW THEREFORE IT IS RESOLVED THAT, the Executive Council of the Forest County Potawatomi Community hereby authorizes the Tribal Chairman to negotiate and sign a Self-Governance Compact and associated Funding Agreements, and Amendments thereto, between the Tribe and the Secretary of Health and Human Services of the United States of America.

CERTIFICATION

I, Lorna Shawano, the undersigned Secretary of the Forest County Potawatomi Community, do hereby certify that the Executive Council is composed of six members of whom 5 members being present, constituting a quorum at a meeting duly called, convened, and held on the 26th day of January, 2005, and that said resolution was duly adopted at the above meeting by an affirmative vote of 4 members for, 0 members against, and 0 members abstaining and that said resolution was not rescinded or amended in any way.



Lorna Shawano
Tribal Secretary
Forest County Potawatomi Community

65:01 NW 22 JAN 27 2005

**Multi Year Funding Agreement
between
the Forest County Potawatomi Community
and
the Secretary of Health and Human Services
of the
United States of America**

Effective October 1, 2010 through September 30, 2013

This Funding Agreement is entered into by and between the Forest County Potawatomi Community and the Secretary of Health and Human Services (HHS) of the United States of America (Secretary) represented by the Director of the Indian Health Services (Director).

Section 1 — Obligations of the IHS.

1.1 Generally. Pursuant to this multi-year Funding Agreement, the Indian Health Service (IHS) shall provide funding and services identified herein and as provided in the Compact between the Forest County Potawatomi Community (FCPC) and the United States (Compact). The IHS shall remain responsible for performing all federal residual programs, services, functions and activities (PSFAs). IHS shall further be responsible for performing its responsibilities as provided in the Indian Health Care Improvement Act, as amended, (IHCIA), the Indian Self-Determination and Education Assistance Act, as amended (the Act), and other applicable provisions of Federal law.

In addition, although funds are provided from Headquarters and Area Office in support of the Compact and this Funding Agreement, the IHS will continue to make available to FCPC, PSFAs from both Area Office and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Funding Agreement. In cases where a portion of tribal shares have been transferred, there may be some diminishment in the level of PSFAs provided by the IHS. The IHS may reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs, which have not been included in this Funding Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by the IHS shall be made in consultation with FCPC. The IHS PSFAs for which FCPC does not assume responsibility and receive associated funding under this Funding Agreement will remain the responsibility of the IHS. The "Bemidji Area Indian Health Service Programs, Functions, Services & Activities (PFSA) Manual for use in FY 2011 Negotiations: Final –reflects the understanding of the parties regarding FY 2011 residual, transitional, and retained services of the Bemidji Area Office (BAO) to FCPC. This document is hereby incorporated by reference.

1.2 Headquarters Services. Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and FCPC will not be denied access to, or services from, Headquarters. Specifically, FCPC will receive the following services from the IHS Headquarters:

1.2.1 Information Services. The IHS, principally through the Office of Information Technology (OIT) will provide specified services directly to FCPC, as identified in Appendix A, OIT Worksheet Number 2, which is hereby incorporated by reference into this Funding Agreement.

1.2.2 Access to Training and Technical Assistance. To the extent funds are retained by the IHS, FCPC shall have access to training, continuing education, and technical assistance in the manner and to the same extent FCPC would have received such services if it were not participating in Self-Governance.

1.2.3 Intellectual Property. In the course of administering federal contracts, grants, subgrants, and other agreements, IHS acquired various copyrights and licenses, including licenses pursuant to 45 CFR § 74.36 and 45 CFR § 92.34, in works which the IHS possessed, reproduced, published and otherwise used and allowed others to possess, reproduce, publish, and otherwise use. To carry out the PSFAs assumed by FCPC under this and previous funding agreements and contracts FCPC has the delegated authority and permission from IHS to use and allow others to reproduce, publish, and otherwise make use of these works to the same extent as IHS, consistent with the copyrights or licenses acquired by IHS in such works.

1.3 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996, as amended, (HIPAA) for retained IHS health care component activities. The FCPC is also responsible for complying with HIPAA. IHS and the FCPC will share patient information consistent with protected health information treatment, payment and health care operations' exceptions to disclosure rules under HIPAA.

Section 2 – Obligations of the FCPC.

This Funding Agreement obligates FCPC to be responsible to administer and to provide health PSFAs, identified in Section 3 [Tribal Programs and Budget], to eligible individuals pursuant to Section 3.4 of the Compact [Eligibility for Services], utilizing the resources transferred under this Funding Agreement and other funds as they may become available to FCPC. This Funding Agreement further authorizes FCPC to consolidate and redesign PSFAs as provided in the Act, and sections 3.4 [Eligibility for Services], 3.5 [Reallocation, Redesign and Consolidation], and 3.6 [Consolidation with Other Programs] of the Compact.

Section 3 – Tribal Programs and Budget.

FCPC agrees, subject to the availability of funding, to administer, provide, and be responsible for the health PSFAs identified below in accordance with the Compact and this Funding Agreement. For the purposes of the Funding Agreement, FCPC's General Budget Categories consolidate related health PSFAs as described in this section, or as necessary to fully provide for the needs of persons served under this Funding Agreement. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of FCPC at FCPC's discretion, subject to applicable restrictions in federal appropriations law.

3.1 Programs, Services, Functions and Activities. FCPC is committed to and strives to provide quality primary health care services and will strive to meet standards FCPC believes to be appropriate and applicable to the delivery of those health services through advocacy, networking and collaborative efforts and the maintenance of qualified staff, equipment, clinical sites, telehealth applications, and medical provisions. FCPC and its staff may provide services in settings other than those on Forest County Potawatomi Territorial Reservation lands, as described in Section 1.3 of the Compact [Forest County Potawatomi Territorial Lands]. Informational, preventive, and educational services are disseminated through various mediums and include a variety of subjects to promote

cultural pride, leadership, health lifestyles and life management skills. Employees routinely travel to local townships, community groups and schools to participate in local and community-sponsored events.

3.1.1. Clinical and Ancillary Services. Subject to the availability of funding, FCPC provides a full range of ambulatory health care and ancillary services. These services include, but are not limited to:

3.1.1.1 Clinical Services. Acute, chronic, therapeutic, and preventive medical services, include, but are not limited to, family practice; internal medicine; pediatric medicine; podiatric medicine; OB-GYN services; nephrology; endocrinology; psychiatry; acupuncture; well baby and child exams; physical examinations; routine out-patient surgical procedures; prescribing medication; sexual assault exams; and pain management;

3.1.1.2 Ancillary Services will be maintained at levels sufficient to support medical diagnosis, and include, but are not limited to: radiology; mammography; ultrasound; bone density screening; lab services; microbiology; drug screening analysis; audiology; and pharmacy services.

3.1.1.3 Patient Transport for Medically Necessary Services. FCPC manages a transport system in order for patients to receive services on-site such as specialty clinics and health seminars and at off-site health provider locations. Additional patient travel costs may be incurred, including those for escorts, as provided for in Section 213 of the IHCA, as amended. No additional funding is provided for this PSFA, however, FCPC may redesign or budget to include this PSFA, as it may other PSFAs pursuant to the Compact Section 3.5 [Reallocation, Redesign and Consolidation].

3.1.2 Dental Services provides comprehensive services to raise the dental health and lower the incidence of dental disease, including, but not limited to, general dentistry, dental hygiene, orthodontics and dental education.

3.1.3 Optometry Program provides comprehensive direct optometric services, including, but not limited to, vision assessment, eye evaluation, retinal assessment, frame adjustment and repair, contact lens fitting, frames, eyeglass lenses, and contact lens sales, eye injury treatment, eye disease treatment, and low vision aids.

3.1.4 Physical Rehabilitation Services provides comprehensive physical therapy evaluation and treatment, including, but not limited to, rehabilitation and occupational therapy, speech therapy services, massage therapy, chiropractic evaluation and treatment, back and spine rehabilitation therapy and training; ergonomic assessment, community education programs, and language and swallow evaluation and treatment.

3.1.5 Behavioral Health Services provides comprehensive behavioral health services as described in the IHCA, as amended, including, but not limited to:

3.1.5.1 mental health evaluation and therapy, psychotherapy, family and group counseling, marriage and couples therapy, youth programs, and medication management; and

3.1.5.2 substance abuse assessment and treatment and substance abuse prevention and education programs.

3.1.6 Diabetes Prevention and Control provides comprehensive programs to reduce diabetes and encourage healthy lifestyles and individual and community wellness, through community and individual education and treatment, diabetic support groups; blood sugar screening; diabetic registry; prevention programs; exercise program; medication management; and foot care.

3.1.7 Community Child Welfare and Family Services.

3.1.7.1 Habilitation Services provides comprehensive habilitation and rehabilitation programs, and related services, designed to assist individuals and their families to lead healthy, productive lives and engage fully in age-appropriate activities; such programs include, but are not limited to, for higher risk individuals vocational rehabilitation, assistance, education and training;

3.1.7.2 Child Abuse and Neglect Services provides prevention and intervention services to respond to child physical abuse, sexual abuse, neglect, and other conditions that place a child at physical or emotional risk, including, but not limited to, medical and behavioral health services for children, youth, and families, therapeutic activity and educational services aimed at recovery and healthy living skills and relationship development; individual, family and group counseling; family reunification support services; advocacy; behavioral health services to address problems related to child custody and foster care placement, including health related aspects of recruitment and certification of foster homes; collaboration with tribal, state, county, and city child protection and law enforcement agencies and other child and family advocacy programs; and behavioral health services to facilitate and support the recruitment of potential adoptive families, conducting home studies and providing other support services;

3.1.7.3 Child Development Services provides health promotion and disease prevention (as defined in Section 4(11) of the IHCA, as amended), public health, health education, and other services directed at children and youth.

3.1.8 Family Health provides comprehensive family health services including, but not limited to providing in-home care visits; prenatal and sudden infant death syndrome (SIDS) prevention education, and immunizations.

3.1.9 Nutrition Services provides supplemental foods, and nutrition education, counseling and other services for individuals at nutritional risk.

3.1.10 Contract Health Care provides health services delivered based on a referral by, or at the expense of, FCPC, by a public or private medical provider or hospital that is not a provider or hospital of an Indian health program (as defined in Section 4(12) of the IHCA, as amended). Program administration includes, but is not limited to, patient advocacy, and monitoring of patient care for appropriateness of services and medical necessity.

3.1.11 Community Based Programs. FCPC provides health programs, which include, but are not limited to the following:

3.1.11.1 Injury Prevention. Community safety and injury prevention program that may include participation in local first responder teams, providing health and medical services as part of community patrols, and liaison with tribal, local, state and federal governments and agencies directed at preventing intentional and unintentional injuries and death; and services for the protection of individuals impaired by alcohol and substance abuse and mental health crises;

3.1.11.2 Domestic Violence Prevention provides domestic violence prevention and advocacy, including participation in community sexual assault response;

3.1.11.3 Community Health and Wellness provides information, education and programs on: nicotine control/cessation; dietetics and nutrition services, including services associated with health promotion and disease prevention events; cooking classes to promote healthy diets; employee presentations and classes for community groups and schools; cancer prevention education and activities; injury prevention activities including parenting classes; community and individual activity and preventive health and wellness programs and life skills programming; tuberculosis screening and testing; needle stick and blood borne pathogen prevention and treatment; immunizations and vaccinations; and public health services, including response to infectious disease and other public health emergency responses; and

3.1.11.4 Other Supportive Services. FCPC will provide home- and community-based, assisted living, hospice, and long term care services in accordance with and as defined by Section 205 of the IHCIA, as amended;

3.1.12 Environmental Health:

3.1.12.1 Generally. Provides Environmental Quality Assurance Program; air monitoring; air, mold, mercury, and other environmental testing; site contamination assessment and intervention; Material Safety Data Sheet (MSDS) program; safety preparedness; water plant and community and private well maintenance, including testing, operator training, water distribution maintenance, and 24 hour emergency response; community and private sewer and wastewater treatment plant and collection system maintenance, repairs and planning; solid waste collection and management, including hazardous waste collection and recycling; oil containment and spill prevention and management; outreach; fire prevention and inspection, including fire extinguisher training and HVAC and fire alarm system maintenance; infection control and universal precautions; occupational safety; and animal control, including dog bite prevention and rabies control; and

3.1.12.2 Community Response and Disaster Preparedness and Response provides mitigation and prevention of, preparation for, response to, and recovery from the effects of natural, man-made, and biological events, including mutual aid agreements with tribal, local, state and federal governments and operation and support of warning and evacuation systems;

3.1.13 Benefit Outreach provides assistance to individuals in obtaining alternative funding for health care services.

3.1.14 Administrative Support Services provides a complement of services required to support the provision of health services to FCPC include, but are not limited to:

3.1.14.1 Generally. Administrative functions include facilities and equipment management, maintenance and improvements; housekeeping and linen services; security; central sterile supply; mailroom functions; inventory control; budget development and maintenance; third party billing; grant writing, legal consultation and representation; accounting functions; contract development and management; purchasing management; and technology management;

3.1.14.2 Human Resources provides personnel services including staffing, recruitment, retention, job classification, pay and benefits administration, training, continuing education and development, employee relations, human resources information systems; infection control, and staff health education;

3.1.14.3 Compliance Coordination promotes responsible, ethical behavior and business practices consistent with FCPC's mission, vision, and values; provides facility accreditation oversight and coordination; risk management; HIPAA compliance; policy and procedure development and enforcement; and quality improvement activities; and

3.1.14.4 Patient Records includes management of all patient records systems, including RPMS, patient account management system, document imaging system, electronic health records, telehealth applications, immunization registries, Secure Public Health Electronic Record Environment; and other health information registries and management systems.

3.1.15 Council and Tribal Health Advisory Board. The tribally elected council and Tribal Health Advisory Board provide policy and direction for all FCPC health related activities.

3.1.16 Public Health and Epidemiology. FCPC directly, and/or through the Great Lakes Inter-Tribal Council's Epidemiology Center, carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally identifiable health information for the purposes of (1) preventing or controlling disease, injury, or disability; (2) reporting disease, injury and vital events such as birth and death; and (3) conducting Public Health investigations.

3.2 Other Programs/Services Funded. This Funding Agreement includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of fund, including its own funds or funds from other sources, provided that such consolidation, redesign or reallocation or redirection of funds must satisfy the conditions of 25 U.S.C. § 458aaa-5(e) and results in carrying out programs, functions, services and activities that may be included in the funding agreement pursuant to 25 U.S.C. § 458aaa-4 and Section 3.6 of the Compact [Consolidation with Other Programs]. Redesigned PSFAs will receive Federal Tort Claims Act coverage in accordance with all applicable statutory provisions and regulations.

3.3 Non-IHS Funding. FCPC will complement and supplement the PSFAs described in Section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding. Consistent with Sections 3.5 [Reallocation, Redesign and Consolidation], 3.6 [Consolidation with Other Programs], and 3.7 [Program Income, including Medicare/Medicaid] of the Compact, non-IHS funds will be added to or merged with funds provided by the IHS through this Funding Agreement.

3.4 Federal Tort Claims Act. The Federal Tort Claims Act applies to FCPC's PSFAs under this Funding Agreement, including those described in sections 3.2 [Other Programs/Services Funded] and 3.3 [Non-IHS Funding] of this Funding Agreement, as provided in 25 U.S.C. § 458aaa-15(a) (which incorporates 25 U.S.C. § 450f(c) and Section 314 of P.L. 101512) and Section 5.3 of the Compact [Federal Tort Claims Act Coverage; Insurance]. The extent of Federal Tort Claims Act coverage is described more specifically in 25 C.F.R. §§ 900.180 - 900.210.

3.5 Facilities and Locations. FCPC provides the PSFAs described in this Funding Agreement in more than one facility or location.

3.6 Health Status Reports. Pursuant to Section 2.11 of the Compact [Health Status Reports], the list of the elements upon which FCPC will make health status reports is attached to this Funding Agreement as Appendix C, and is hereby incorporated by reference.

Section 4 — Amounts Available in the Fiscal Year

4.1 Generally. The funds made available to FCPC pursuant to the Compact and Title V of the Act are subject to reductions only in accordance with 25 U.S.C. § 458aaa-7(d) and 25 U.S.C. § 450j-1. The amounts to be made available are identified in the following documents,^{1/} which are incorporated by reference:

Appendix D: Self-Governance Funding Agreement (FA) Table for FCPC for the Period: 10/1/10 - 9/30/11 (Title V) (FA#67G050088);

Appendix A: OIT Worksheets #2;

Appendix E: Bemidji Area 2011 FA Detail by Account (based on 2010 Appropriations);

^{1/} The documents incorporated in this Funding Agreement address FY 2010 funding amounts. Prior to the beginning of each new fiscal year covered by this Funding Agreement, IHS and FCPC will agree upon updated versions of each of these documents applicable to the upcoming fiscal year.

Appendix F. Forest County Potawatomi FY 11 Funding Agreement - HQ Tribal Shares (based on FY 2010 IHS Appropriation (Table #4));

Appendix G: Estimated Area and Headquarters Facilities Appropriation Funds for FY 2010 SD/SG Negotiations (based on FY 2010 Actual Funding) (Table 4F for FCPC);

Non-recurring and earmarked funds will be provided to FCPC in the future to the same extent as they have historically been provided consistent with applicable law and funding formulas agreed to by Bemidji Area tribes. Headquarters shares are allocated according to Headquarters' methodologies. In addition to the funding amounts, FCPC is entitled to additional Headquarters' tribal shares and to increases associated with Pay Act, mandatories, and other increases resulting from increases in appropriations. For the reasons noted regarding the amounts that make up the funding under this Agreement and because the funds under the previous year's Funding Agreement have not been fully identified or reconciled as of the time this Funding Agreement is being executed, all amounts to be paid in the fiscal year for this Funding Agreement are estimates and are subject to amendment to reflect the full amount due for this fiscal year.

These amounts are subject to additions for Medicare and Medicaid. 25 U.S.C. § 458aaa-7(j). Other reimbursements will be added as received by the IHS and new funds received during the term of this Funding Agreement, including amounts that have historically been distributed as non-recurring funds under Title I of the Act. Any amounts remaining unspent under previous Funding Agreements, after adjustment and reconciliation of any withheld amounts as of the last day of the previous fiscal year, shall be included in this Funding Agreement pursuant to the terms of 25 U.S.C. § 458aaa-7(I).

The parties agree that 25 U.S.C. § 458aaa-4(b)(2) provides, among other things, that grants with respect to which American Indian/Alaska Native tribes or American Indians/Alaska Natives are primary or significant beneficiaries, which are administered by the Department of Health and Human Services through the IHS may be added to FCPC's Funding Agreement after award of such grants. Grant funds will be paid to FCPC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. In accordance with 25 U.S.C. § 458aaa-4(b)(2) and its implementing regulations, the Secretary will add FCPC's FY 2011 diabetes grant to this Funding Agreement after the grant has been awarded. FCPC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. FCPC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

IHS retained \$276,115 for FY 2010 to provide direct services at no cost to those individuals identified by IHS as eligible for services pursuant to 42 CFR § 136.12, but who may have been denied access to services provided at no cost to those individuals at the Forest County Potawatomi Health and Wellness Center as a result of the FCPC's eligibility policy in effect on October 1, 2010. For FY 2011 the starting amount to be retained related to these individuals will be \$276,115. In subsequent years, the starting amount will be the total amount retained and withheld for this purpose after adjustment for Congressional increases or decreases described below in this paragraph. In FY 2011 and each subsequent fiscal year, the starting amount to be withheld will be adjusted by the Retained Amount Percentage. The Retained Amount Percentage will remain constant for the duration of this Funding Agreement. The Retained Amount Percentage was

calculated by dividing \$276,115 (FY 2010 Retained amount) by \$2,114,376 (FY 2010 recurring base amount minus CHS funds, since the individuals affected by the FCPC eligibility policy were not entitled to CHS), which equals thirteen (13) percent. The Retained Amount Percentage adjustments in FY 2011 and subsequent years of this multi-year Funding Agreement will be made by withholding 13 percent of the congressional increase or decreases on recurring direct service funding total for hospital and clinics, dental, mental health, alcohol/substance abuse, public health nursing, health education, and community health representatives and adding the withheld amount to the starting retained amount. No funding increases for contract health services or Headquarters' funds, program formula funds, or other funds designated as non-recurring, will be subject to a Retained Amount Percentage withhold.

4.2 Contract Support Costs. For purposes of this Funding Agreement, IHS will comply with 25 U.S.C. §§ 458aaa-7(c) and 458aaa-18(b) and 25 U.S.C. § 450j-1, as well as any other legal requirements imposed by Congress. IHS will calculate and pay FCPC contract support costs (CSC) in an amount no less than that due under IHS Manual, Part 6, Chapter 3, "Contract Support Costs" that was approved by the IHS Director on April 6, 2007. Nothing in this provision shall be construed to waive any claim to which FCPC is entitled under the Act. The IHS will provide FCPC with a copy of the annual report required under 25 U.S.C. § 450j-1(c).

4.3 Base Budgets.

4.3.1 Categories and Base Year. The IHS and FCPC have agreed that the following categories of funding are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts	not elected	
Area Tribal Share	not elected	

4.3.2 Adjustments.

4.3.2.1 Due to Congressional Actions. The parties to this Funding Agreement recognize that the total amount of funding in this Funding Agreement is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to FCPC in this Funding Agreement shall be adjusted as necessary, after FCPC has been notified of such pending action and subject to any rights which FCPC may have under this Funding Agreement, the Compact, or the law.

4.3.2.2 Other Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under subsection 4.3.2. [Adjustments, Due to Congressional Actions]. Adjustments shall also be permitted if FCPC adds or retrocedes PSFAs, as provided in Section 9.3 [Amendment, Due to Addition of New Programs], and if FCPC chooses to leave funds previously assumed by it with IHS as "retained" funds or to take

previously IHS "retained" funds. FCPC also shall be eligible for funding for new services, service increases, mandates, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other tribes. Adjustments for changes required should a tribe authorize FCPC to carry out activities for it will also be made. FCPC shall also remain eligible for the distribution of additional tribal shares for Assessments, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters. Shares of the Management Initiatives, and Director's Emergency Fund line items will be based on the Tribal Size Adjustment (TSA) formula for any balance in the fund at each fiscal year.

4.4 Commissioned Corp Deployment: The parties agree that the terms and conditions of the detail of Commissioned Corp Officers are governed by a separate and independent Memorandum of Agreement,

Section 5 -- Method of Payment.

5.1 Payment Schedule.

5.1.1. Generally. Payment shall be made as expeditiously as possible and shall include financial arrangements to cover funding during periods under continuing resolutions to the extent permitted by such resolutions. For each fiscal year covered by the Compact, the Secretary shall make available the funds specified for that fiscal year under the Funding Agreements by paying the respective total amount as provided for in the Funding Agreement in advance lump sum, as permitted by law, or such other payments as provided in the schedule set forth in the Funding Agreement. The first payment shall be made within ten (10) business days of October 1 or within ten (10) business days after the date on which the Office of Management and Budget (hereinafter "OMB") apportions the appropriations for that fiscal year for the PSFAs subject to the Compact should apportionment occur on or after October 1 of the fiscal year, whichever is later. The Prompt Payment Act, Chapter 39 of Title 31, United States Code, shall apply to the payment of funds due under this Compact and the Funding Agreement negotiated there under.

5.1.2 Exceptions. Except as provided in subsections 5.2 [Buyback/Withhold], and 5.3 [Periodic Payments], all funds identified in Section 4 [Amounts Available in the Fiscal Year] of this Funding Agreement shall be paid to FCPC, in accordance with Section 2.3.1 of the Compact [Payment Schedule]; payment to FCPC to be made as follows:

One annual payment in lump sum to be made as provided in subsection 5.1.1 and paid by check or wire transfer.

5.2 Buyback/Withhold. FCPC may carry out its responsibility to provide certain PSFAs included in this Funding Agreement according to the terms of Section 5.17 of the Compact [Purchases from the IHS], as permitted by law.

5.3 Periodic Payments. Payment of funds otherwise due to FCPC under this Funding Agreement, which are added or identified after the initial payment is made, shall be made promptly to FCPC by check or wire transfer.

Section 6 — Records.

6.1 Incorporation of the Privacy Act. Pursuant to 25 U.S.C. § 458aaa-5(d)(1), records of FCPC shall not be considered Federal records for purposes of chapter 5 of title 5 of the United States Code, except that:

6.1.1. Records Disclosure. patient records, financial records and personnel records may be disclosed only in accordance with 5 U.S.C. Section 552a(b); and

6.1.2. Records Storage. pursuant to 25 U.S.C. § 450j(o) and 42 C.F.R. § 137.178, the patient records generated by FCPC may be stored, at the option of FCPC, at Federal Records Centers to the same extent and in the same manner as other HHS patient records.

6.2 Confidentiality Standards. FCPC will maintain confidentiality in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

6.3 Record Keeping System. FCPC shall maintain a record keeping system pursuant to the requirements of 25 U.S.C. § 458aaa-5(d)(2) and 42 C.F.R. §§ 137.175 and 137.177.

6.4 Confidentiality of Medical Quality Assurance Records. FCPC operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with Section 805 of the IHCA, as amended.

Section 7 — Program Rules.

Except as specifically set forth in this section, pursuant to 25 U.S.C. § 458aaa-16(e), FCPC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of 25 U.S.C. § 450j and the regulations promulgated under 25 U.S.C. § 458aaa-16 (see 42 C.F.R. Part 137), unless otherwise waived, pursuant to 25 U.S.C. § 458aaa-11(b). See 42 C.F.R. Part 137 Subpart J.

Section 8 – Payer of Last Resort.

Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, and as otherwise provided in law, FCPC shall be the payer of last resort.

Section 9 — Amendment or Modification of this Funding Agreement.

9.1 Form of Amendments. Except as otherwise provided by this Funding Agreement, the Compact, or by law, any modifications of this Funding Agreement shall be in the form of a written amendment executed by FCPC and the United States.

9.2 Services from IHS. Pursuant to the terms of 25 U.S.C. § 458aaa-7(f) and 42 C.F.R. § 137.95, FCPC may determine that it wishes the IHS to provide PSFAs included in this Funding Agreement for which funding has been identified but not provided, the parties shall negotiate an amendment to the Funding Agreement to reflect the transfer of responsibilities from FCPC back to the IHS. The pro-rata share of funding for that PSFA shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses, including but not limited to Workers Compensation, to FCPC.

9.3 Due to Addition of New Programs. Should FCPC determine that it wishes to provide a program, activity, function or service of the IHS not included in this Funding Agreement, FCPC shall submit a proposal to the IHS to provide such PSFA. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, FCPC may submit a final offer in accordance with the procedures set forth in 25 U.S.C. § 458aaa-6(b)-(d).

9.4 Due to Availability of Additional Funding. FCPC shall be eligible for any increases in funding and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Compact and this Funding Agreement, and this Funding Agreement shall be amended to provide for timely payment of such new funds to FCPC.

9.5 Procedures for Amending or Modifying this Funding Agreement.

9.5.1 Submission and Final Offer. Amendments or modification proposed by FCPC shall be submitted in writing to the IHS, Office of Tribal Self-Governance, with a copy to the Bemidji Area Office Director. If the parties are unable to agree, in whole or in part, on the terms of the amendment (including funding levels), FCPC may submit a final offer pursuant to 25 U.S.C. § 458-6(b), which shall be processed in accordance with 25 U.S.C. § 458aaa-6(b)-(d) and 42 C.F.R. Part 137 Subpart H.

9.5.2 Execution. Amendments to this Funding Agreement may be executed on behalf of FCPC by FCPC's Chairman. Funding modifications may be executed on behalf of FCPC by FCPC's Chairman or Treasurer.

9.6 Funding Increases.

9.6.1 Written consent of FCPC shall only be required for issuing amendments for those funds which:

9.6.1.1 require a change to Section 3 – Tribal Programs and Budget;

9.6.1.2 require a specific commitment by FCPC (e.g. Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or

9.6.1.3 reduce funding other than changes in Congressional appropriations pursuant to Section 4.3.2.1 [Adjustments, Due to Congressional Actions].

9.6.2 Amendments to add funds to this Funding Agreement that do not require written consent may include, but are not limited to:

9.6.2.1 Program/Area/HQ Mandatories;

9.6.2.2 Program/Area/HQ End-of-Year Distributions;

9.6.2.3 CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, FCPC will return the unused amount to the IHS CHEF account;

9.6.2.4 CHS Deferred Services;

9.6.2.5 Routine Maintenance & Improvement; or

9.6.2.6 Collections and reimbursements.

9.6.3 Amendments reflecting payment of these funds shall be provided to FCPC after any such funds are added to the Funding Agreement. FCPC retains the right to reject the addition of such funds to the Funding Agreement and return the funds to the IHS.

Section 10 — Third Party Recoveries.

Any funds recovered by FCPC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by FCPC, shall be the property of FCPC and shall be considered program income to be utilized by FCPC as provided in Section 3.7 of the Compact [Program Income, including Medicare/Medicaid]. Any prospective recovery of funds under other applicable law for such services shall likewise be considered program income to be utilized pursuant to Section 3.7 of the Compact.

Section 11 – Service to Non-Beneficiaries.

The FCPC proposes to offer services to non-eligible beneficiaries as authorized and provided for and in compliance with Section 813 of the IHCIA, as amended, 25 U.S.C. § 1680c. FCPC will provide services under this Funding Agreement to non-eligible beneficiaries as described in Resolution No. ~~256-200~~ attached as Appendix B and incorporated by reference herein. In addition, services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

*CMS 11/3/2010
per Tribal
authorization*

Section 12 – Title I Provisions Applicable to This Funding Agreement. As authorized in 25 U.S.C. § 458aaa-15(b), FCPC exercises its option to include the following provisions of Title I of the Act as part of this Funding Agreement, and these provisions shall have the force and effect as if they were set out full in Title V of the Act.

- 12.1 25 U.S.C. § 450b(e) (definition of “Indian Tribe”);
- 12.2 25 U.S.C. § 450h(b) (related to grants for health facility construction and planning, training and evaluation);
- 12.3 25 U.S.C. § 450h(d) (related to duty of IHS to provide technical assistance);
- 12.4 25 U.S.C. § 450j(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
- 12.5 25 U.S.C. § 450j(o) (storage of patient records);
- 12.6 25 U.S.C. § 450l(c), section 1(b)(8)(A) (access to reasonably divisible property);
- 12.7 25 U.S.C. § 450l(c), section 1(b)(8)(C) (joint use agreements);
- 12.8 25 U.S.C. § 450l(c), section 1(b)(F) (screener identification);
- 12.9 25 U.S.C. § 450l(c), section 1(d)(1)(B)(3) (programs retained);
- 12.10 25 U.S.C. § 450l(c), section 1(f)(2)(B) (incorporation by reference); and
- 12.11 25 U.S.C. § 450m-1 (judicial and administrative remedies).

Section 13 – Federal Employee Health Benefit Plan.

IHS will assist FCPC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 14 — Memorializing Disputes.

The parties to this Funding Agreement may have failed to reach agreement on certain matters that remain unresolved and in dispute. Such matters may be addressed through the process set forth in 25 U.S.C. § 458aaa-6(b)-(d), or at FCPC's option, may be set forth in an attachment to this Funding Agreement, which shall be identified as "Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this Funding Agreement, but is attached for the purpose of recording matters in dispute for future reference, discussion and resolution as appropriate. FCPC does not waive any remedy FCPC may have under the law with regard to these issues and any others not listed herein.

Section 15 — Severability.

Except as provided in this section, this Funding Agreement shall not be considered invalid, void or voidable if any section or provision of this Funding Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. The parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision in accordance with the provisions of the Compact and this Funding Agreement.

Section 16 — Effective Date and Duration.

This Funding Agreement became effective on October 1, 2010, and will remain in effect through September 30, 2013 or until a subsequent agreement is negotiated and becomes effective pursuant to Section 2.10 of the Compact [Subsequent Funding Agreements].

///

///

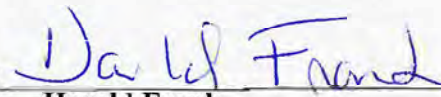
///

**UNITED STATES OF AMERICA
SECRETARY OF HEALTH AND HUMAN SERVICES**

By: , Acting Deputy Director
for Director, Indian Health Service for Ind. Gov. Affairs

Date: 11-12-10

FOREST COUNTY POTAWATOMI COMMUNITY

By: 
Harold Frank
Chairman, Executive Council

Date: 9-28-10

TITLE I or V

(DIR worksheet # 2)

AVAILABLE FY-2011 D.I.R.* TRIBAL SHARES

FC Potawatomi
(USA) \$25,473

BUDGET LINE ITEM

<u>BUDGET LINE ITEM</u>		#126		#137		#1301		
		IRM		STAFF/OPERATIONS		STAFF/OPERATIONS		
		SUPPORT FUND		HQW FUND		HQE FUND		<u>TOTALs</u>
<u>FUNCTIONS/SERVICES</u>	<u>SUPPORT PACKAGE</u>	\$16,858	100.0%	\$6,504	100.0%	\$2,111	100.0%	\$25,473
	1 2 3							
NATIONAL DATABASE SERVICES		\$843	5.0%	\$2,276	35.0%	\$528	25.0%	\$3,647 14.32%
Maintain/Manage Central Databases	X X X	\$472	56.0%	\$1,275	56.0%	\$298	56.0%	\$2,042 8.02%
Process National Applications	X X	\$202	24.0%	\$546	24.0%	\$127	24.0%	\$875 3.44%
Provide Workload/Statistical Info (Outputs)	X	\$143	17.0%	\$387	17.0%	\$90	17.0%	\$620 2.43%
Provide Tech Assistance/Problem Resolution	X	\$25	3.0%	\$68	3.0%	\$16	3.0%	\$109 0.43%
Subtotal		\$843	100.0%	\$2,276	100.0%	\$528	100.0%	\$3,647 1,021
TELECOMMUNICATIONS MGMT SERVICES		\$6,743	40.0%	\$1,041	16.0%	\$633	30.0%	\$8,417 33.04%
Provide Telecommunications Network	X X X	\$2,765	41.0%	\$427	41.0%	\$280	41.0%	\$3,451 13.55%
Provide for Data Movement	X X	\$2,360	35.0%	\$364	35.0%	\$222	35.0%	\$2,948 11.57%
Provide Tech Assistance & Problem Resolution	X	\$1,618	24.0%	\$250	24.0%	\$152	24.0%	\$2,020 7.93%
Subtotal		\$6,743	100.0%	\$1,041	100.0%	\$633	100.0%	\$8,417
SOFTWARE DEVELOPMENT AND MAINTENANCE SERVICES		\$7,586	45.0%	\$1,561	24.0%	\$528	25.0%	\$9,675 37.98%
Operating Syst Supt & Sftwr Licenses Coord	X X X	\$1,593	21.0%	\$328	21.0%	\$111	21.0%	\$2,032 7.98%
Software Upgrades/Patches distribution	X X	\$1,441	19.0%	\$297	19.0%	\$100	19.0%	\$1,838 7.22%
RPMS Applications related support	X	\$4,552	60.0%	\$937	60.0%	\$317	60.0%	\$5,805 22.79%
Subtotal		\$7,586	100.0%	\$1,561	100.0%	\$528	100.0%	\$9,675
SYSTEMS SUPPORT/TRAINING SERVICES		\$1,686	10.0%	\$1,626	25.0%	\$422	20.0%	\$3,734 14.66%
Provide Tech Support & Training	X X	\$421	25.0%	\$407	25.0%	\$108	25.0%	\$934 3.66%
Support Distributed Application Systems	X	\$1,264	75.0%	\$1,220	75.0%	\$317	75.0%	\$2,801 10.99%
Subtotal		\$1,686	100.0%	\$1,626	100.0%	\$422	100.0%	\$3,734
TOTAL SHARES AVAILABLE		\$16,858	100.0%	\$6,504	100.0%	\$2,111	100.0%	\$25,473 100.00%

Recap of Total DIR Shares

\$25,473

* DIVISION OF INFORMATION RESOURCES

Three City Potential

FY: 2014 FA # 07C050082

FA # 07C05002

Remarks:

Case Officer: *James Deane*
James Deane, 11111 1st, Ruston, LA 70086

APPENDIX E

TRIBE: **FOREST COUNTY 10/01/09 09/30/2010 BEMIDJI AREA - Negotiation Sheet**
 DATE: 9/17/2010 0:00
 Prepared by: ALN

2011 AFA DETAIL BY ACCOUNT
 Based on 2010 Appropriations

A	B	C	D	E	F	G	H	I
Item Numbers	SHARES BY AREA ACCOUNT	Sub-Sub	2010 BAO Total Starting Base	2011 Initial Shares	2011 Mandatory Increases	2011 Shares Eligible	2011 Retained Amount	2011 Negotiated Amount
Health Services Account								
301	Area Director	H/C	471,440	9,360		9,360	0	9,360
302	Program Planning	H/C	84,790	1,680		1,680	0	1,680
303	OSD	H/C				0	0	0
304	GMO/OCS Support	H/C	190,420	3,780		3,780	0	3,780
305	Behavioral Health	ASA	106,940	2,120		2,120	0	2,120
306	Recruitment	H/C	104,120	2,060		2,060	0	2,060
307	Non-Contractable	H/C	161,760	7,560		7,560	0	7,560
309	Contract Health Service	H/C	90,480	1,790		1,790	0	1,790
310	Executive Officer & Support	H/C	172,770	3,430		3,430	0	3,430
311	Budget	H/C	265,460	5,260		5,260	0	5,260
312	Contracting	H/C	482,970	9,580		9,580	0	9,580
313	Office Services	H/C	104,870	2,080		2,080	0	2,080
314	MIS	H/C	452,030	8,960		8,960	8,960	0
	TOTAL HEALTH SERVICES ACCOUNT		2,688,050	57,660		57,660	8,960	48,700
AREA OEHE*								
319	Facility Support		208,249	6,997		6,997	0	6,997
320	Environmental Health Support		308,765	6,177		6,177	6,177	0
321	Engineering Services		130,000	4,406		4,406	0	4,406
322	SFC Area		665,115	13,037		13,037	13,037	0
	TOTAL AREA OEHE		1,312,129	30,617		30,617	19,214	11,403
AREA MANAGED*								
	Alcohol Reg. Trctr					0		0
326A	OEH Sanitarian (Field)		741,037	16,410		16,410	16,410	0
326B	OEH Sanitarian (District)		185,259	3,706		3,706	3,706	0
327	SFC Field OEH Engineer		1,910,701	8,994		8,994	8,994	0
328	M&I		2,490,847	84,416		84,416	0	84,416
328A	Equipment		854,168	31,528		31,528	0	31,528
	TOTAL AREA MANAGED		6,182,012	145,054		145,054	29,110	115,944
TRIBES OPERATING UNIT								
	BASE FUNDING		2010 Starting Base	2010 Initial Base	2010 Increases	2011 Eligible	2011 Withheld	2011 Negotiated
	Hospitals & Clinic ^{1/}	H/C	88,255,596	897,964	306,570	1,204,534	304,905	899,629
	Dental	DEN	4,362,824	19,179	2,980	22,159	0	22,159
	Mental Health	M/H	2,324,780	22,370	1,870	24,240	0	24,240
	Alcohol/Substance Abuse	ASA	10,373,267	127,754	11,230	138,984	0	138,984
	Public Health Nursing	PHN	2,225,763	8,801	1,280	10,081	0	10,081
	Health Education	HE	636,437	1,398	320	1,718	0	1,718
	Community Health Reps.	CHR	4,857,278	50,772	3,360	54,132	0	54,132
	Contract Health Service	CHS	52,364,546	458,819	140,720	599,539	0	599,539
	Direct Contract Support Costs	DCSC	10,928,590	326,629	0	326,629	0	326,629
	Indirect Contract ^{2/}	IDCSC	13,127,936	330,890	0	330,890	0	330,890
341	Environmental Health	OEH	33,000	1,000	0	1,000	0	1,000
	TRIBE BASE TOTAL		189,490,017	2,245,576	468,330	2,713,906	304,905	2,409,001
	TOTAL BEMIDJI AREA		199,672,208	2,478,907	468,330	2,947,237	362,189	2,585,048
						0		0
Technical Assistance								
	Supports Clinical Applications Coordinator (CAC)					2,800	2,800	
	Supports Business Office Coordinator (BOC)					2,500	2,500	
	Total Technical Assistance					5,300	5,300	
	GRAND TOTAL			\$2,478,907	\$468,330	\$2,947,237	\$362,189	\$2,585,048

1/ Withheld: Biomed (\$23,490)+\$5,300 for CAC&BOC + \$276,115 pursuant to Section 4 of the FA= \$304,905

2/ Indirect Contract Support Costs (IDC) are nonrecurring and subject to Section 4.2 of the FA.

* OEHE&E funds are based on workload and change each year

APPENDIX F

Table #4:

HQ PFSAs for FY 2011 TSA and Program Formula Lines \$ in Pool, Eligible Shares, and Prior Payment

Based on FY 2010 IHS Appropriation

FOREST CO.

Shares Allocable to AFA

Eligible for 2011

\$60,999

\$60,999

FOREST CO.

TSA PF BB

\$ Pool
TSA+PF

Eligible
Shares

Paid in
2010

Elig. in
2011

Leave
2011

Due
2011

Hospitals & Clinics

\$61,149,664

\$38,603

\$15,242

\$38,603

101 Emergency Fund

☐ ☒ ☐

\$4,141,376

105 Management Initiatives

☐ ☒ ☐

\$2,144,702

106 A.C.O.G. Contract

☒ ☐ ☐

\$102,749

\$76

\$77

\$76

76

107 H.P./D.P. Initiatives

☒ ☒ ☐

\$4,691,706

\$1,225

\$1,225

\$1,225

1225

110 N.E.C.I.

☒ ☐ ☐

\$1,154,300

\$863

\$862

\$863

863

111 Nurse Initiatives

☒ ☐ ☐

\$1,336,319

\$1,034

\$1,034

\$1,034

1034

112 Nursing Costeps

☒ ☐ ☐

\$673,039

\$503

\$503

\$503

503

113 Chief Clinical Consultant

☒ ☐ ☐

\$289,041

\$216

\$216

\$216

216

115 Emergency Medical Svcs

☒ ☐ ☐

\$574,850

\$554

\$553

\$554

554

117 Traditional Advocacy Program

☒ ☐ ☐

\$104,833

\$78

\$79

\$78

78

118 Research Projects

☒ ☐ ☐

\$1,332,873

\$991

\$991

\$991

991

119 A.A.I.P. Contract

☒ ☐ ☐

\$27,859

\$21

\$21

\$21

21

120 Clinical Support Center-Phoenix

☒ ☐ ☐

\$1,805,135

\$1,241

\$1,241

\$1,241

1241

121 Costeps-Non Physicians

☒ ☐ ☐

\$84,792

\$63

\$64

\$63

63

123 Physician Residency

☒ ☐ ☐

\$287,421

\$215

\$215

\$215

215

124 Recruitment/Retention

☒ ☐ ☐

\$2,176,692

\$1,627

\$1,628

\$1,627

1627

125 U.S.U.H.S., etc.

☒ ☐ ☐

\$3,182,082

\$2,379

\$2,379

\$2,379

2379

126 D.I.R. Support Fund

☒ ☐ ☐

\$22,494,664

\$16,858

\$16,858

16858

0

127 Evaluation

☒ ☐ ☐

\$1,107,347

\$828

\$828

\$828

828

128 National Indian Health Board

☒ ☐ ☐

\$478,485

\$355

\$355

\$355

355

129 Albuquerque/HQ Administration

☒ ☐ ☐

\$928,174

\$552

\$553

\$552

552

130 Nutrition Training Center

☒ ☐ ☐

\$359,610

\$291

\$290

\$291

291

131 Diabetes Program-Albuquerque/HQ

☒ ☐ ☐

\$1,340,034

\$1,044

\$1,044

\$1,044

1044

132 Cancer Prevention-Albuquerque/HQ

☒ ☐ ☐

\$745,971

\$585

\$584

\$585

585

133 Health Records

☒ ☐ ☐

\$142,025

\$84

\$84

\$84

84

134 AIDS Program

☒ ☐ ☐

\$440,816

\$132

\$132

\$132

132

135 Handicapped Children

☒ ☐ ☐

\$360,403

\$283

\$283

\$283

283

137 National DIR Support-Albuquerque/HQ

☒ ☐ ☐

\$8,642,366

\$6,504

\$6,504

6,504

0

Dental Health

\$6,507,639

\$459

\$459

\$459

201 IHS Dental Program

☒ ☐ ☐

\$1,061,547

\$459

\$459

\$459

459

202 IHS Dental Program - PgmFormula

☐ ☒ ☐

\$5,446,092

Mental Health

\$2,319,860

\$1,703

\$1,703

\$1,703

301 Technical Assistance

☒ ☐ ☐

\$1,562,661

\$1,137

\$1,137

\$1,137

1137

302 C.M.I. Grants

☒ ☐ ☐

\$646,528

\$483

\$484

\$483

483

303 National Conference

☒ ☐ ☐

\$110,671

\$83

\$82

\$83

83

Alcohol/Sub. Abuse

\$3,865,656

\$1,769

\$1,769

\$1,769

401 Clinical Advocacy

☒ ☐ ☐

\$3,041,476

\$711

\$711

\$711

711

402 Collaborative Initiatives

☒ ☐ ☐

\$824,180

\$1,058

\$1,058

\$1,058

1058

Contract Health Care

\$2,855,977

\$2,137

\$2,137

\$2,137

FOREST CO.

				<u>\$ Pool</u>	<u>Eligible</u>	<u>Paid in</u>	<u>Elig. in</u>	<u>Leave</u>	<u>Due</u>
		<u>TSA PF BB</u>		<u>TSA+PF</u>	<u>Shares</u>	<u>2010</u>	<u>2011</u>	<u>2011</u>	<u>2011</u>
504	C.H.S. Reserve & Undistributed	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		\$2,855,977	\$2,137	\$2,137	\$2,137		2137
Public Health Nursing				<u>\$3,455,943</u>	<u>\$723</u>	<u>\$723</u>	<u>\$723</u>		
601	Preventive Health Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		\$951,763	\$723	\$723	\$723		723
602	Preventive Health Initiatives - PgmFo	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		\$2,504,180					
Health Education				<u>\$1,170,877</u>	<u>\$884</u>	<u>\$884</u>	<u>\$884</u>		
701	IHS Health Education Program	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		\$1,170,877	\$884	\$884	\$884		884
CHR				<u>\$2,435,321</u>	<u>\$1,850</u>	<u>\$1,849</u>	<u>\$1,850</u>		
801	IHS CHR Program	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		\$2,435,321	\$1,850	\$1,849	\$1,850		1850
Direct Operations				<u>\$17,229,423</u>	<u>\$12,873</u>	<u>\$10,762</u>	<u>\$12,873</u>		
1301	Direct Operations - Rockville	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		\$17,229,423	\$12,873	\$10,762	\$12,873	2111	10,762
Facilities & Envr. Hlth. S				<u>\$7,985,616</u>					
2401	San. Facilities Constr. Support	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		\$2,360,150		See Table 4F	3661	1213	
2402	Environ. Health Services Support	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		\$1,408,894		See Table 4F	1513	1503	
2403	Facilities & Realty Support	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		\$2,300,607		See Table 4F	1503		
2404	Facilities Engineering Support	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		\$1,426,129		See Table 4F	180		180
2405	Engineering Services Support	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		\$488,838		See Table 4F	0		0
							765		765

Other:

Note: For shares in line 2401-2405, please refer to Table 4F to be provided by Area.

TSA	<u>\$83,833,431</u>				
Program Formula	<u>\$25,142,545</u>				64,661
Total	<u>\$108,975,976</u>	<u>\$60,999</u>	<u>\$35,528</u>	<u>\$60,999</u>	

Revised Total

28,189 36,472

The IHS negotiator is responsible for pro-rating Program, Functions, Services Activities (PFSA) amount IF: 1) the Tribe elects not to take 100% of the respective PFSA, and/or 2) the period is not a full year.

Tribal Size Adjustment (TSA) LINES: The amount shown in the Shares column was determined based on the TSA formula during April 1997 (FY 1997 budget). Since then, annual adjustments were made to shares that are proportional to increases/decreases in the IHS appropriations for the relevant budget sub-activity. Annual adjustments will be applied to shares when the new IHS appropriations bill is enacted.

PROGRAM FORMULA (PF) LINES: The amounts shown in the Shares column is determined annually by separate program formula. In many program formula lines, results differ from year to year. If zero shares appear in any program formula line at the time of negotiations, keep in mind that the AFA may (or may not) qualify later in the fiscal year (depending results when the formula is applied). The Facilities and Environmental Health Support, lines 2401 - 2401, are recomputed annually with program formula - Table 4F.

BASE BUDGET (BB) COLUMN: Stable funding level over a multi-year period to operate IHS PFSA's under Title III Compact

DRAFT

Table 4F

DRAFT

Estimated Area and Headquarters Facilities Appropriation Funds for FY 2011 SD/SO Negotiations

Current Funds Manager:	DR. FOREST CO. POTAWATOMI	Serv Type:	TS
Possible SD Tribe or Org:	Forest Co. Potawatomi	For Fiscal Year:	2011
Tribe Secured:	Forest Co. Potawatomi		
Comments:			

HQ Line #	Activity Description	AREA				HEADQUARTERS - Facilities Appropriation					
		FY2010 Actual	FY2011 Avail100a1	FY2011 Negotiated	Base Thru	Share Factor	FY2010 Actual	FY2011 Av 100a	FY2011 Calcul	FY2011 Negot	Base Thru
(a)	(b)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
	Maintenance and Improvement (M&I) (2100)										
1	Routine M&I HS owned Facility	0	0	0							
2	Routine M&I Tribally owned Facility	84,510	84,418	0							
3	Project M&I HS owned Facility	0	0	0							
4	Project M&I Tribally owned Facility	15,028	0	0							
a	Subtotal Non-base (26)	99,539	84,418	0							
b	Subtotal base (26)	0	0	0							
2100	Total M&I (26)	99,539	84,418	0							
5	M&I Environmental Remediation Projects										
2200	Sanitation Facilities (P.L. 86-121 Proj) (00)	Available through amendment process									
2300	Health Care Facilities (NEW) (00)										
	Facilities and Environ Health Support (2400)										
	Environ Health Support Account (EHS)										
11	San Fac Constr (SFC) Support - Proj Related	0	8,904	0							
12	AO SFC Program Maint - Proj Related	0	0	0							
13	SFC Support - Non-project Related	0	13,037	0							
14	AO SFC Program Management-Nonproject Related	0	0	0							
15	Other	0	0	0							
a	Subtotal Non-Base (27)	0	22,941	0							
b	Subtotal Base (27)	0	0	0							
c	Subtotal HQ-ORHS Support - SFC Non-Base (28)					0.0551	0	1,213	0	0	
d	Subtotal HQ-ORHS Support - SFC Base (28)						0	0	0	0	
2401	Total HQ-ORHS Support - SFC Related (28)						0	1,213	0	0	
16	Environ Health Services - Basic Program	0	28,284	0							
17	Environ Health Services - Institutional Mth	0	0	0							
18	Environ Health Services - Injury Prevention	0	0	0							
19	AO Environmental Health Services Support	0	0	0							
20	Other Requiring Base	1,000	1,000	0							
a	Subtotal Non-Base (27)	1,000	27,284	0							
b	Subtotal Base (27)	0	0	0							
c	Subtotal HQ-ORHS Support - EHS Non-Base (29)					0.0551	0	1,503	0	0	
d	Subtotal HQ-ORHS Support - EHS Base (29)						0	0	0	0	
2402	Total HQ-ORHS Support - EHS Related (29)						0	1,503	0	0	
	Facilities Support Account (FSA)										
31	Service Unit Operations	0	0	0							
32	Biomedical	0	0	0							
33	AO FSA Support	6,875	6,997	0							
34	AO Real Property Support	0	0	0							
35	AO Biomedical Program	0	0	0							
36	M&I Engineering Support	3,730	4,408	0							
37	Other	0	0	0							
	Total FSA (28)	9,605	11,405	0							
2403	HQ Facilities and Real Property Support										
a	Total HQ - ORHS Support - FSA Related (29)					0.0158	0	180	0	0	
b	HQ Real Property (based on net # of bldgs transferred to tribe) (29)		0	0		228.41	0	0	0	0	
2404	Facilities Planning and Construction Support										
2405	Engineering Services Support										
a	M&I Contracting Services (28)					0.0091	0	745	0	0	
b	New Health Care Facilities (28)										
2406	TOTAL Facilities and Environ Support (29)	10,605	80,728	0			0	3,561	0	0	
2407	Equipment Replacement (01)	34,493	31,833	0							
	SubTotal (Non-Base)	144,608	176,672	0			0	3,561	0	0	
	SubTotal (Base Support Pkt)	0	0	0			0	0	0	0	
diverth	GRAND TOTAL	144,608	176,672	0			0	3,561	0	0	

COMPACT OF SELF-GOVERNANCE
BETWEEN
THE GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA
INDIANS
AND
THE UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE

June 25, 1993

30 *for*

Article I - Authority and Purpose

Section 1 - Authority. This agreement, denoted a Compact of Self-Governance (hereinafter referred to as the "Compact"), is entered into by the Secretary of the U.S. Department of Health and Human Services or his or her delegate, the Director of the Department's Indian Health Service (hereinafter the "Director" or "IHS") for and on behalf of the United States of America pursuant to the authority granted by Title III of P.L. 93-638, as amended, and by the Grand Traverse Band of Ottawa and Chippewa Indians Tribal Council, under the authority of the Grand Traverse Band of Ottawa and Chippewa Indians Constitution, Article IV.

Section 2 - Purpose. This Compact shall be liberally construed to achieve its purposes:

(a) This Compact is to carry out an unprecedented Self-Governance Demonstration Project, authorized by Title III, P.L. 93-638, as amended, which is intended as an experiment in the areas of planning, funding, and program operations within the Government-to-Government relationship between Indian Tribes and the United States. The Demonstration Project encourages experimentation in order to determine how to improve this Government-to-Government relationship and promote the perpetuation of the Tribe. The outcome of these experiments cannot be known in advance and each experiment, as reflected in each specific Compact, binds no party beyond the terms of each specific Compact. In fulfilling its responsibilities under this Compact, the Secretary hereby pledges that the IHS will conduct all relations with the Tribe on a Government-to-Government basis.

(b) This Compact is to enable the Tribe to redesign programs, activities, functions, and services of the Indian Health Service under the terms set forth in this Compact; to reallocate funds for such programs, activities, functions, or services according to its Tribal priorities; to provide such programs, activities, functions, and services, in the area of health as determined by its Tribal priorities; to enhance the effectiveness and long term financial stability of its Tribal government; and to reduce the Federal-Indian service bureaucracy.

(c) This Compact is to enable the United States to maintain and improve its unique and continuing relationship with, and responsibility to, the Tribe through the establishment of a meaningful demonstration policy and project for Tribal self-governance as proposed by this Tribe which will allow the Grand Traverse Band of Ottawa and Chippewa Indians to: take its rightful place in the family of governments in the federal constitutional system; remove federal obstacles to effective self-governance; reorganize Tribal government programs and services; and provide a documented example for the development of future Federal-Indian policy. This policy of Tribal self-governance shall permit an orderly transition from federal domination of programs and services to allow Indian Tribes meaningful authority to plan, conduct, and administer those programs and services to meet the needs of their people. To implement the Self-Governance Project, the Indian Health Service is also expected to reorganize, restructure, or take other action to provide the same level of service to other Tribal Governments, demonstrate new policies and methods to provide improved delivery to address Tribal needs. In fulfilling its role under the Compact, the Director hereby pledges to conduct all relations with the Tribe on a government-to-government basis.

3 YTD

(d) The Tribe enters into this Compact as one of its efforts to promote the perpetuation of the Tribe.

Section 3 - Tribal Law and Forums. The duly-enacted laws of the Tribe shall be applied in the execution of this Compact and the powers and decisions of the Tribe's Court shall be respected, to the extent that federal law, construed in accordance with the applicable canons of construction and Title III of P.L. 93-638, as amended, is not inconsistent.

Article II - Terms, Provisions, and Conditions

Section 1 - Duration. The term of this Compact begins September ^{30th} 25, 1993 and shall extend thereafter throughout the time period authorized by Title III of P.L. 93-638, as amended, and any subsequent amendments thereto.

Section 2 - Effective Date. The effective date of the Compact is September 25, 1993. Once this Compact is approved and signed by the Tribe and the Secretary, it shall be forthwith submitted by the Director or an authorized representative and the Tribe to the Committee on Indian Affairs of the United States Senate, the Committee on Natural Resources of the United States House of Representatives and to each Tribe served by the Bemidji Area Office, and shall be effective ninety days after such submission, unless otherwise provided by law. Successor Annual Agreements shall be likewise submitted.

Section 3 - Funding Amount. Subject only to the appropriation of funds by the Congress of the United States, any adjustments pursuant to Section 106(b) of P.L. 93-638, as amended, and in accordance with Section 4 of this Article, the Secretary or his or her authorized representative shall provide to the Tribe the total amount of funds specified in the Annual Agreement incorporated by reference in Article VI, Section 1.

Section 4 - Payment. Payments shall be made as expeditiously as possible in compliance with applicable Treasury Department regulations and shall include financial arrangements to cover funding during periods under continuing resolutions to the extent permitted by such resolutions. To the extent authorized by law, for each fiscal year covered by the Compact, the Secretary or his authorized representative will make available the funds specified for that fiscal year under the Annual Agreement by paying to the Tribe on a quarterly basis one-quarter of the total amount provided for in the Annual Agreement for that fiscal year, or by using an instrument such as a

letter of credit, or other method authorized by law, or a combination thereof, as may be specified in the Annual Agreement. To the extent applicable, each quarterly payment shall be made on the first day of each quarter of the fiscal year except for the first quarter, for which the quarterly payment shall be made on or before ten calendar days of the date on which the Office of Management and Budget apportions the appropriations for that fiscal year for the programs, activities, functions and services subject to the Compact.

Section 5 - Reports to Congress. In order to implement Section 305 of Title III of P.L. 93-638, as amended, on each January 1, and July 1, throughout the period of the Compact, the United States shall make a written report to the Congress, which shall separately include the views of the Tribe, concerning the relative costs and benefits of carrying out this Compact, based on mutually determined baseline measurements jointly developed by the parties pursuant to Section 17 of this Article.

Section 6 - Audits.

(a) The Tribe shall provide to the Designated Official an annual single organization-wide audit as prescribed by the Single Audit Act of 1984, 31 U.S.C. s 7501. et seq., and shall adhere to generally accepted accounting principles and Circular A-128 of the Office of Management and Budget as follows:

i. The costs of this Compact consist of the direct and support costs, including indirect costs actually incurred in the performance of this Compact, determined in accordance with the costs principles set forth in the OMB Circular A-87 in effect as of October 1, 1993, provided, however, that if the office of Management and Budget revises any provisions of such Circular:

1. The revisions shall not apply to the Compact unless agreed to by the Tribe until the Secretary determines their applicability as provided below.

2. The Secretary shall immediately review the revisions in consultation with the Tribe to determine if the revisions are detrimental to the self-governance project or inconsistent with the intent of the Act.

3. If it is determined that the revisions are neither detrimental nor inconsistent with the intent of the Act, the Secretary will amend this Compact to include those revisions.

ii. Consistent with the intent of Title III of P.L. 93-638, as amended, and subject to the concurrence of the Office of Management and Budget which the Secretary or his or her authorized representative shall make best efforts to obtain, allowable costs without secretarial approval shall include:

1. Depreciation and Use Allowances. The computation of use allowances or depreciation shall be based on the acquisition cost of the assets involved. Where actual cost records have not been maintained, a reasonable estimate of the original acquisition cost may be used in the computation.

2. Publication and printing costs. Publication costs include the costs of printing or other reproduction through the information media (including processes of composition, plate making, press work, binding, and the end products produced thereby, including books, newspapers and newsletters, as well as radio, television and the production of video tapes) for any

purpose in support of the compact program, including, but not limited to, providing program-related information to the Indian community.

3. Rental/Lease Costs. The building, space, and related facility costs of space, land and personal property whether or not owned by an Indian Tribe are allowable subject to any statutory limitations and to the extent that they are reasonable in light of such factors as rental cost of comparable property; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased.

4. Automatic Data Processing Equipment (ADP). The costs of ADP equipment are allowable whether or not owned by the Tribe subject to any statutory limitations and to the extent that they are reasonable in light of such factors as rental cost of comparable property; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased.

5. Supplemental Funding. Costs incurred to obtain supplemental funds are allowable to the extent that funds generated are used to further the contract goals and objectives. Funds generated are treated as program income. Costs of investment counsel and staff and similar

costs incurred to enhance income from fund raising efforts are allowable.

6. Investment Management. These costs are unallowable. However, costs associated with investments covering pension, self-insurance or other funds which include Federal participation are allowable.

7. Idle Facilities and Idle Capacity. These costs, exclusive of repairs and maintenance, are unallowable, except to the extent they are necessary to accommodate for fluctuation in workload, or they were necessary when acquired but are now idle because of changes in program requirements or other causes which could not have been reasonably foreseen.

8. Interest. These costs are unallowable except for those pertaining to charges incurred for: (i) Interest paid on capital expenditures such as buildings, major building reconstruction and remodeling, or acquisition or fabrication of capital equipment; and (ii) Interest on loans entered into as a result of delays by the Secretary or his or her authorized representative in providing the funds under the award in accordance with the advance payment or reimbursement schedule agreed to.

9. Lobbying. Lobbying costs of contractors are unallowable to the extent

prohibited by applicable statutory restrictions; and

10. Professional Service and Litigation Costs. Cost of legal, accounting, consulting and related costs in connection with the prosecution or defense of claims against the Federal Government in court are unallowable. The costs of such services in connection with contract disputes or other matters related to the performance of the contract until a final administrative decision is reached is allowable.

(b) No other audit or accounting standards, except as specified in Article IV, Section 2, shall be required by the Secretary or an authorized representative of the Tribe. To the extent that Tribal law is not inconsistent, small and minority business audit firms shall be afforded maximum practical opportunity to participate in fulfilling the requirements herein. The preference requirements of the Indian Self-Determination and Education Assistance Act, as amended, 25 U.S.C. § 450e(b), shall apply to such audits pursuant to Section 2 of Article V of this Compact.

Section 7 – Travel Costs. The Tribe agrees to maintain a uniform travel policy that is reasonable and prudent in relation to the economic conditions prevailing in the areas in which travel occurs.

Section 8 - Records. The following provisions will supplement Tribal law on document disclosure and will govern record keeping associated with this Compact.

(a) Tribal records which the Secretary or his or her authorized representative demonstrates are clearly required by law to be maintained as part of the Department of Health and Human Service's record keeping system, shall be deemed federal records, and shall be subject to the Privacy Act, 5 U.S.C. § 552 and

Freedom of Information Act, 5 U.S.C. § 552. All other Tribal records shall not be subject to the Privacy Act, 5 U.S.C. § 552a and the Freedom of Information Act, 5 U.S.C. § 552.

(b) The Tribe shall maintain a record keeping system, and provide reasonable access to records to the Secretary or his or her authorized representative, which permits the Department to meet its minimum legal record keeping program requirements under the Federal Records Act, 44 U.S.C. § 3101, et seq., and which will allow for retrocession of this Compact in whole or in part pursuant to Section 14 of this Article.

(c) The Tribe shall maintain in its record keeping system all documents necessary for the annual audit requirement in Section 6 of this Article, and shall provide reasonable access to records to the Secretary or his authorized representative.

Section 9 - Property.

(a) At the request of the Tribe, the Secretary or his or her authorized representative shall make available to the Tribe reasonable divisible real property, facilities, equipment, and personal property the Department previously utilized to provide the programs, activities, functions and services now consolidated by the Tribe pursuant to Article III of this Compact.

(b) Subject to the agreement of the General Services Administration, the Secretary hereby delegates to the Tribe the authority to acquire such excess or surplus Government property as may be appropriate in the judgement of the Tribe to support the programs, activities, functions, and services designated under Article III of this Compact. The Secretary or his authorized representative agrees to make best efforts to assist the Tribe in obtaining such confiscated or excess property as may become available to Tribes or local governments. Upon the request of the Tribe, the Designated Official shall assist the Tribe in securing a Screener Identification Card (General Administration Form 2946).

(c) The Tribe shall upon acquisition of excess United States Government property provide adequate documentation to the Secretary or his or her authorized representative if the Tribe desires to have such property properly recorded in the Indian Health Service property inventory.

(d) The Tribe shall determine what capital equipment, leases, rentals, property or services, it shall require to perform its obligations under Article III of this Compact, and shall acquire and maintain records of such capital equipment, property rentals, leases, property or services through Tribal procurement procedures.

Section 10 - Savings. If it becomes apparent that funds allocated by the Tribe pursuant to its budget process, to any activity as defined in the Annual Agreement are in excess of that needed for such activity, the Tribe may reallocate that excess to any other activity under this Compact. Any funds not expended during the term of any of the fiscal years of this Compact may be carried over to the succeeding fiscal year, but such carry-over shall not diminish the amount of funds that Tribe is authorized to receive in that succeeding fiscal year or in any subsequent fiscal year.

Section 11 - Use of Motor Vehicles. Subject to the agreement of the General Services Administration, the Secretary hereby authorizes the Tribe to obtain Inter-agency Motor Pool Vehicles and related services, if available, for performance of any activities under this Compact.

Section 12 - Regulatory Authority. The Secretary and the Tribe agree to utilize the following procedures governing the establishment and application of regulations under this Compact:

(a) **Program Guidelines.** The Tribe is not required to abide by federal program guidelines, manuals, policy directives, etc. except for those which it specifically agrees to or which have been published in the Federal Register.

(b) **Federal Regulations.** The Tribe agrees to abide by all existing federal regulations as published in the Federal Register.

In order to put to good use the Secretary's waiver authority as authorized by Section 303(e) of P.L. 93-638, as amended, the Secretary will seek to expedite the waiver of any federal regulations which the Secretary or the Tribe determine presents an obstacle to the carrying out of the Compact, its purpose, and the programs, activities, functions, and services pursuant to the Compact, under the following procedures:

i. Prior to the effective date of the Compact, the Secretary or his or her authorized representative and the Tribe will seek to identify any federal regulations that either may wish to waive in order to more effectively carry out the compact;

ii. If at any time the Tribe determines that one or more specific federal regulations requires waiver in order to more effectively carry out its obligations under the Compact, the Tribe may submit a written request for waiver to the Designated Official and the Secretary shall render a written decision to the Tribe within sixty days of receipt of the request.

iii. The Secretary shall act in the best interest of the affected Indians and shall grant the requested waiver unless she determines that the applicable statutes cannot reasonably be interpreted as permitting the requested waiver.

Section 13 - Disputes.

(a) Section 110 of the Indian Self-Determination and Education Assistance Act, P.L. 93-638, as amended, shall apply to disputes under this Compact.

(b) In addition or as an alternative to remedies and procedures prescribed by Section 110 of the Indian Self-Determination and Education Assistance Act, P.L. 93-638, as amended, the parties jointly may:

i. Submit the disputes under this Compact to third-party mediation, which for purposes of this Section means that the Secretary or his authorized representative and the Tribe nominate third-parties who together choose a third-party mediator ("third-party" means a person not employed by or significantly involved with either the Tribe or Secretary or the Department of Health and Human Services); or

ii. Submit the dispute to the Tribe's court; or

iii. Submit the dispute to any mediation processes provided for under the Tribe's law.

(c) The Secretary shall be expected to accept decisions reached by mediation processes or the Tribal court, but she shall not be bound by any decision which might be in conflict with the interests of the Indians or the United States.

Section 14 - Retrocession. The retrocession provisions of Section 105(c) of P.L. 93-638, as amended, and any regulations thereunder, are herein adopted. The Tribe and the Secretary may under mutual agreement allow for retrocession with a timeframe less than one year.

Section 15 - Tribal Administrative Procedures. Tribal law and Tribal forums shall provide administrative due process rights pursuant to the Indian Civil Rights Act of 1968, 25 U.S.C. s 1301, et seq., that persons, or groups of persons, may have with respect to programs, activities, services and functions that are provided by the Tribe pursuant to this Compact.

Section 16 - Successor Annual Agreement. Negotiations for a successor Annual Agreement, as provided for in Article VI, Section 2, shall begin no later than 120 days in advance of the conclusion of the preceding Annual Agreement. Pursuant to Section 301 and Section 303(a) of P.L. 93-638, as amended, the Secretary shall make best efforts to continue and to promote this demonstration project in preparing budgets for subsequent years. The Tribe is hereby assured that future funding of successor Annual Agreements shall only be reduced pursuant to the provisions of Section 106 (b) of the Indian

Self-Determination and Education Assistance Act, P.L. 93-638, as amended. This is a demonstration project, as such, errors in calculations or mistakes regarding the funding may be made and will need to be renegotiated in subsequent years. Nothing in this Compact shall prevent such negotiations. Both parties agree to take action to correct such errors. The Secretary or his or her authorized representative agrees to prepare and supply relevant information, and promptly to comply with the Tribe's requests for information reasonably needed to determine the funds that may be available for a successor Annual Agreement as provided for in Article VI, Section 2 of this Compact.

Section 17 – Written Contracts. Every contract entered into by the Tribe in connection with a program, activity, function, or service encompassed by this Compact shall be in writing and shall identify the interested parties, their authorities and purposes, the work to be performed, the basis for any claim, the payments to be made, and the term of the contract which shall be fixed.

Section 18 – Program Standards. The Tribe assures that its operation of programs, activities, functions and services under this Compact will be governed by the duly-enacted standards required under the laws of the Tribe. The Tribe agrees to abide by appropriate JCAHO criterion.

Section 19 - Establishment of Baseline Measurements. Baseline measurements for programs, activities, functions and services previously performed by the Tribe under the authority of P.L. 93-638, as amended, or other legal authority shall be established upon performance of the Tribe up to and including fiscal year 1993. Baseline measurements for programs, activities, functions and services previously performed or not performed by the IHS shall be established upon performance of the IHS up to and including fiscal year 1993. A task force shall be established within 45 days of the signing of this Compact by the designated officials (Article V), Section I) to develop the mutually accepted baseline measurements. The task force shall consist of an equal number of representatives of the Tribe and the Secretary unless otherwise mutually agreed. The task force recommendation for the establishment of baseline measurements shall be completed by December 15, 1993, ratified by the Designated Officials by December 31, 1993 and shall become an attachment to this Compact. The task force shall also establish baseline measurements for those programs, services, functions, and activities, for the Grand Traverse Band of Ottawa and Chippewa Indians retained by the

Secretary or an authorized representative, and the IHS shall report to the Secretary or an authorized representative and the Grand Traverse Band of Ottawa and Chippewa Indians.

Article III - Obligations of the Tribe

Section 1 - Consolidation. With the exception of the specific responsibilities of the United States identified and retained in Article IV, Section 3, the Tribe will perform the programs, activities, functions, and services as provided in the Annual Agreement, as provided for in Article VI, Section 2 of this Compact. To the extent a program, activity, function, or service included within such Annual Agreement is included within a contract or grant entered into pursuant to P.L. 93-638, as amended, or is subject to any obligation arising from such contract or grant, that contract or grant is terminated and the parties' obligations shall be governed by this Compact.

Section 2 - Amount of Funds. The total amount of funds covered by the consolidation and redesign provided for in Section 1 of this Article that the Secretary or his or her authorized representative shall make available to the Tribe shall be determined in an Annual Agreement between the Secretary and the Tribe, which shall be incorporated in its entirety to this Compact and attached hereto as provided in Article VI, Section 1.

Section 3 - Tribal Programs. The Tribe agrees to provide such programs, activities, functions, and services identified in the Annual Agreement. The Tribe pledges to practice utmost good faith in upholding its responsibility to provide such programs, activities, functions and services. The Tribe shall make services available to eligible Indians according to the Tribe's eligibility standards, and may provide service to non-Indians on a fee-for-service basis as otherwise authorized by law.

Section 4 - Reallocation. Reallocation of funds from one program, activity, function, or service to another within, between, or among the Tribe's General Budget Categories contained within the Annual Agreement shall be governed only by tribal law and procedure and shall not require the Secretary's consent. The Tribe's use of funds under this Agreement shall be subject to specific directives or limitations as may be included in applicable appropriations Acts.

Section 5 – Medicare/Medicaid and Other Reimbursement Funds. All Medicare, Medicaid and other reimbursement funds collected by the Tribe shall be treated as additional supplemental funding to that negotiated in the Annual Funding Agreement, and the Tribe may at its option retain all such Medicare, Medicaid and other reimbursement funds and either expend them according to a plan adopted by the Tribe or carry them forward for expenditure in succeeding years. In no event shall the amounts negotiated into any Annual Funding Agreement be off-set or reduced by reason of the Medicare, Medicaid and other reimbursement funds collected by the Tribe.

Article IV - Obligations of the United States

Section 1 - Trust Responsibility. The United States reaffirms its trust responsibility to the Grand Traverse Band of Ottawa and Chippewa Indians to promote and enhance the health and well-being of the Tribe and of its individual Indian members. Nothing in this Compact is intended to, nor should it be interpreted to, terminate, waive, modify, reduce or diminish in any way the trust responsibility of the United States to the Tribe or individual Indians. The Secretary pledges to practice utmost good faith in upholding said trust responsibility.

Section 2 - Programs Retained. As specified in the Annual Funding Agreement, the United States hereby retains the programs, activities, functions, and services with respect to the Tribe that are not specially assumed by the Tribe in the Annual Agreement. The Secretary agrees that a program outcome evaluation shall be performed by a Compact Evaluation Team, which shall consist of one representative of the Secretary, and one representative of the Tribe, annually as to each program, activity, function, or service which is retained by the United States pursuant to this Section. Evaluations shall not be burdensome and shall be conducted on a cost effective basis. The findings and recommendations of the Evaluation Team shall be reported to the Tribe and the Secretary or his or her authorized representative.

Section 3 - Financial and Other Information. The Tribe shall be eligible for new programs, activities, functions and services on the same basis as other Tribes and the Secretary or his or her authorized representative shall advise the Tribe of the funding available for such programs. To assist the Tribe in monitoring compliance with Section 303(a)(6) of P.L. 93-638, as amended, the

United States shall provide to the Tribe the following information unless mutually agreed otherwise:

(a) Monthly copies of Indian Health Services' Status of Obligations and projections reports of the Central Office concerning IHS headquarters (including all headquarters field installations such as Albuquerque Headquarters West) and of Bemidji Area Office (including all shared services obligations with such installations as Aberdeen Area and Albuquerque Headquarters West);

(b) Monthly Status of Obligations and projections reports by the Bemidji Area Office concerning programs, activities, functions, and services performed in the Bemidji Area which are comparable to those performed by the Tribe under this Compact; and

(c) Revisions in program plans, guidelines, budgets, new allowances, and reserved funds as they are made.

Responses providing other information which may be requested by the Tribe shall be made within ten working days.

Section 4 -- Disasters and Tail Liability. The United States will maintain the Tribe's eligibility for special disaster relief and assistance programs as the same may from time to time become available, and shall retain responsibility to assist the Tribe in responding to natural or other disasters, emergencies, and unforeseen acts of God. Nothing in this Compact may limit the liability of the United States for any claims arising prior to the effective date of this Compact. In particular, the United States will maintain the Tribe's eligibility for Catastrophic Health Emergency Fund (CHEF) money on par with all other tribal Self-Determination contract operations and for other catastrophic health care funds as may be available from time to time on par with all other tribal Self-Determination contract operations.

Section 5 -- Access to IHS Support Programs, Services and Facilities. The United States will maintain the Tribe's eligibility for, and equal access to, all Department of Health and Human Services and other federal agency

programs, services and facilities which would otherwise be used by the Director to support the Tribe's service population if the Tribe's Compact operations were an integral part of the Indian Health Service. In particular, the United States will maintain the Tribe's eligibility for benefits from special arrangements for physician and other medical professional recruitment and assignment with affiliates of the American Medical Association and other organizations and with the federal Commissioned Officer Corps or other federal employees.

Article V - Other Provisions

Section 1 - Designated Officials. On or before the effective date of this Compact, both the United States and the Tribe shall provide each other with a written designation of a senior official as its representative or liaison official for notices, proposed amendments to the Compact and other purposes for this Compact.

Section 2 - Indian Preference in Employment, Contracting and Subcontracting. Tribal law shall govern the provision of Indian preference in employment, contracting, and subcontracting pursuant to this Compact. Section 104 of P.L. 93-638, as amended, shall apply to individuals who leave federal employment for Tribal employment.

Section 3 - Insurance. The Tribe shall be fully covered by such liability insurance or equivalent coverage that the Secretary or his or her authorized representative provides or obtains pursuant to section 102(c) of the Indian Self Determination and Education Assistance Act, P.L. 93-638, as amended. Additionally, the Tribe shall be fully covered by all liability coverage under the Federal Tort Claims Act which is made available by the Secretary to P.L. 93-638 Indian Self Determination contractors and their employees under federal law, as the same may be amended from time to time, and shall be responsible in the same manner as P.L. 93-638 contractors. As to periods preceding fiscal year 1995, the terms of the relevant Annual Funding Agreement(s) shall govern this section.

Section 4 - Compact Modifications. To be effective, any modifications to this Compact shall be in the form of a written amendment to the Compact, and shall require the written consent of the Tribe and the United States.

Section 5 - Construction. In the implementation of this Compact, the Secretary, to the extent feasible, shall interpret federal laws and regulations in a manner that facilitates this Compact in accordance with Section 303(e) of P.L. 93-638, as amended.

Section 6 - Officials Not To Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of any contract executed pursuant to this Compact, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to any contract under this Compact if made with a corporation for its general benefit.

Section 7 - Covenant Against Contingent Fees. The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Compact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul any contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 8 - Penalties. The parties agree that the criminal penalties set forth in 25 U.S.C. § 450d apply to all activities conducted pursuant to this compact.

Article VI - Attachments

Section 1 - Annual Agreement. The first Annual Agreement identifying those programs, activities, functions, and services to be performed, the General Budget Category assigned, the funds to be provided, and the budget year to which it applies, is hereby incorporated in its entirety in this Compact and attached hereto as Attachment 1. Each successor Annual Agreement shall be likewise incorporated, attached, and identified as Attachment 1 for the relevant budget year to which it applies.

Section 4 - Inconsistent Terms. To the extent that any attachment is inconsistent with the terms of this Compact, the Compact shall govern.

SELF-GOVERNANCE COMPACT: BETWEEN THE GRAND TRAVERSE BAND AND THE UNITED STATES OF AMERICA

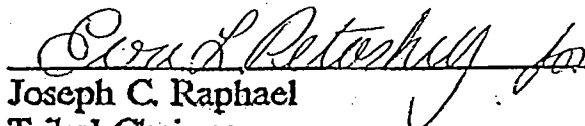
THE FOREGOING PROVISIONS OF THIS COMPACT OF
SELF-GOVERNANCE ARE HEREBY AGREED TO ON THIS ^{28th} DAY
OF JUNE, 1993. _{30th AC}

UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BY:


Director - Indian Health Service

JUN 30 1993

GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS
BY:


Joseph C. Raphael
Tribal Chairman

Received

**FOUR-YEAR FUNDING AGREEMENT
BETWEEN THE
GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS
AND THE
UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE**

October 1, 2012 to September 30, 2016

Section 1 - Preamble

This Funding Agreement (Agreement) is entered into by and between the Grand Traverse Band of Ottawa and Chippewa Indians of Michigan (Tribe) and the Director of the Indian Health Service (IHS) for the Secretary of Health and Human Services (Secretary), of the United States of America, pursuant to Title V of the Indian Self-Determination and Education Assistance Act (ISDEAA), Pub. L. 93-638, as amended, and is governed by the Compact of Self-Governance (Compact) entered into between the Tribe and the Secretary.

The purpose of this Agreement is to list the programs, services, functions, and activities (PSFAs), and associated resources to be transferred from the IHS to the Tribe as an annual base amount for the period October 1, 2012 through September 30, 2015 (hereinafter "term"). The amount listed in Sec. 3(A) of this Agreement, identified as Tribal Base funding subtotal \$3,650,871 for FY 2013, is the base amount and will not be recomputed during the term of this Agreement but will be adjusted for pro rata amounts related to general increases or decreases in appropriations on the same basis as other Area Tribes.

Section 2 - Tribal Programs and Services

The Tribe agrees to administer, provide, or otherwise be responsible for the PSFAs identified below in accordance with the terms of the Compact and this Agreement. The Tribe is committed to and shall provide quality health services that will at all times meet applicable standards. To the extent that the PSFA descriptions in the Compact or this Agreement conflict with the new descriptions or definitions provided in the Indian Health Care Improvement Act (IHCIA), 25 U.S.C. § 1601 et seq., as amended, the IHCIA shall prevail unless they conflict with the ISDEAA.

The Tribe proposes to offer services to non-eligible beneficiaries as authorized and provided for and in compliance with Section 813 of the Indian Health Care Improvement Act (IHCIA), as amended, 25 U.S.C. § 1680c. The Tribe shall submit a resolution that affirms the provisions of service to non-eligible beneficiaries will not result in a denial or diminution of health services to eligible individuals.

A. General Health Services

1. Hospitals and Clinics
2. Dental Services
3. Pharmaceutical Services
4. Mental Health Services
5. Alcohol and Drug Treatment Services
6. Contract Health Care Services
7. Reimbursements

B. Preventative Health Services

1. Public Health Nursing
2. Health Education, Medical & Environmental
3. Community Health Representative

C. Facilities

1. General Operations & Maintenance
2. Architectural & Engineering
3. Facilities Renovation
4. Drug & Alcohol Rehabilitation and Treatment (M & I Funds)
5. Sanitation Facilities Construction

D. Administration

1. General Program Administration
2. Special Project Administration

Section 3 –Amount Available in Fiscal Year 2013

The estimated amounts available to the Tribe for Fiscal Year 2013 pursuant to the Compact and Title V of the ISDEAA, as amended, are summarized in the attached Self-Governance FA table, FY 2013 FA HQ Detail Report Table #4 and Bemidji Area 2013 FA Detail By Account (Attachment A) based upon the FY 2012 IHS Appropriations Act by sub-sub activity excluding earmarks. This methodology will be used for each subsequent year for the term of this agreement. IHS agrees to consult with the Tribe prior to making any adjustments to estimated amounts. The parties to this Agreement recognize that the total amount of funding in this Agreement is subject to adjustment based on changes in appropriations by Congressional action in Appropriation Acts. Upon enactment of relevant Appropriation Acts or other law affecting availability of funds to the IHS the Tribe will be notified and the total funding amount will be adjusted in accordance with the law.

The Tribe shall receive funding for all new services, service increases, mandatory increases, Congressional increases, population growth, health service priority system, indirect contract support costs (CSC), and other non-recurring resources on the same basis as other Area Tribes. Upon enactment of relevant Congressional Appropriations acts, amounts will be adjusted for increases utilizing the Tribe's Area Tribal Size Adjustment percent (TSA%), excluding Congressional earmarks. The most current Area Patient Count (formerly called Area User Population) numbers agreed to and validated by the IHS and Area Tribes will be used to calculate the TSA% for the Tribe. For FY2013 the Area will use the FY2011 validated Area Patient Count numbers.

A. Negotiated Direct Program Funding

The estimated available funding for FY 2013 is as follows:

Headquarters Tribal Shares	\$ 64,594
Area Tribal Shares	\$ 38,250
Tribal Base funding with historic direct CSC	\$ 2,937,401

Subtotal Base Funding	\$ 3,040,245
-----------------------	--------------

Headquarters Tribal Shares; Program Formula	\$ 3,957
Area Tribal Shares; Program Formula	\$ 155,292
Estimated CSC Indirect (subject to Section 3(B))	\$ 451,377

Subtotal Program Formula

\$ 610,626

Total Direct Funding

\$ 3,650,871

B. Contract Support Cost Funding

1. In accordance with 25 U.S.C. § 450j-1 and § 458aaa-7(c) contract support costs (CSC) are the reasonable costs for activities which the Tribe must carry out to ensure compliance with the terms of the compact and prudent management and which do not duplicate funding provided under 25 U.S.C. § 450j-1(a)(1). As of the date of execution of this agreement, and based upon the best available data, the Tribe's CSC requirement under the foregoing statutory provisions for the fiscal year covered by this agreement has been estimated to be \$643,748, including \$195,261 for direct CSC and \$451,377 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary to reflect the full CSC required under 25 U.S.C. § 450j-1, and, to the extent not inconsistent with the Indian Self-Determination Act, as specified in IHS Manual Part 6, Chapter 3 (approved Apr. 6, 2007).
2. From the amount Congress appropriates for CSC for FY 2013, and, to the extent not inconsistent with applicable law, employing the allocation procedures specified in IHS Manual Part 6, Chapter 3 (approved Apr. 6, 2007), and treating the Tribe on the same basis as all other tribes, IHS will pay \$643,748 to the Tribe for the fiscal year covered by this agreement, including \$195,261 for direct CSC and \$451,377 for indirect or indirect-like CSC, provided that such payment shall be subject to adjustment based on 25 U.S.C. § 450j-1(b) and the actual amount Congress appropriates for CSC, and that adjustments to the payment will be reflected in future amendments to this agreement. In no event shall the preceding payment exceed 100 percent of the Tribe's recalculated CSC requirement.
3. Pursuant to 25 U.S.C. § 450m-1(a), (d), the Tribe retains the right to file a damages claim under the ISDEAA, this agreement and the Contract Disputes Act, 41 U.S.C. § 7101 et seq., to the extent there is a difference between the CSC requirement recalculated under subparagraph 1, and the amount actually paid under subparagraph 2, and to take such other action as may be authorized under 25 U.S.C. § 450m-1(a). Nothing in this agreement shall be construed as a waiver of the Tribe's rights under 25 U.S.C. § 450j-1 and § 458aaa-7(c).

C. IHS Funding currently not identified as Tribal Shares

The IHS will continue to provide PSFAs to the Tribe in a manner consistent with all other Tribes nationwide for all sub-sub activities not identified as available for Tribal Shares. Any funding not identified as Tribal Shares will be made available to the Tribe in the event those funds are subsequently identified as Tribal Shares.

Section 4 -- Programs Retained

The Secretary or Secretary's authorized representative shall retain responsibility for providing the PSFAs identified in this Section unless additional funds are provided to the Tribe through negotiation and amendment of this Agreement.

The Tribe has elected to have the Secretary retain the following programs:

- A. Office of Information Resources Management Headquarters \$45,495

B.	Management Information Systems (MIS) Area	\$7,539
C.	Recruitment (Area PSFA manual page 19)	\$1,737
D.	Contract Health Service	\$1,509
TOTAL		\$56,280

RPMS Services Retained \$53,034:

The Tribe has decided that the IHS shall retain items A and B above for Resource and Patient Management System (RPMS) services and such services will be provided by the IHS Bemidji Area Office and Headquarters' staff.

Tribal Shares are based upon an IHS TSA formula and have been calculated by IHS. The retained amount is based upon funds available for compacting as of October 1, 2012, and the 2013-Funding Agreement and the retained proposal may need to be amended accordingly.

The retained services will include the Support Package 1-PREMIERE (which includes Support Package 2 & 3) (Attachment OIT worksheets 1, 2, and 3). The Support Package includes:

- A) National Database Services
- B) Telecommunications Management Services
- C) Software Development and Maintenance Services
- D) System Support/Training Services

The Tribe should be notified of any new products and services that are developed.
The Tribe may operate any new products and services that are developed and released.

Section 5 -- Adjustment Due to Congressional Action

The parties to this Agreement recognize that the total amount of funding is subject to adjustment due to Congressional action in Appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services (DHHS). Upon enactment of relevant Appropriations Acts or other law, Section 3 of this Agreement will be adjusted accordingly. The Tribe will be notified pursuant to the Compact of such actions prior to any adjustments.

Section 6 -- Director's Emergency Funding

The Tribe will be eligible for a percentage of any Director's Emergency Funding appropriated but not utilized during the Fiscal Year appropriated.

Section 7 -- Funding for New Tribes

The Headquarters and Area offices agree to work cooperatively with the Tribe to address the need for services to the members of newly recognized tribes in the Tribe's Service Area. The funds made available to the Tribe pursuant to the Compact and Title V of the Act are subject to reductions only in accordance with 25 U.S.C. § 458aaa-7(d) and 25 U.S.C. § 450j-1.

Section 8 – Adjustment to User Population and Area Patient Count

The funding levels and Area TSA% will be calculated utilizing the most current validated Area Patient Count numbers, described in Section 3 of this Agreement. The Tribe agrees to keep, and share with the IHS, accurate User Population figures for the term of this Agreement.

The FY 2011 official Headquarters User Population number for the Tribe is 1,703. The Area TSA% Tribal shares are based upon the FY2011 Area Patient Count number for the Tribe of 1,876. The Tribe will continue providing services consistent with IHS service eligibility guidelines. The Area Patient Count will be updated annually.

Section 9 – Amendment or Modification of this Agreement as Negotiated

Except as otherwise provided by this Agreement, the Compact, or by law, any modifications of this Agreement shall be in the form of a written amendment and shall require written consent of the Tribe and the Secretary.

Provided there are no TSA/Program formula changes, written consent of the Tribe shall not be required for issuing amendments, which result from increases in actual appropriations levels or which represent an increase in funding for PSFAs identified in the Agreement. Such increases may include, but are not limited to:

- Program/Area/HQ Mandatory
- Program/Area/HQ End-of-year Distributions
- Catastrophic Health Emergency Fund (CHEF)

Section 10 – Reassumption

The parties agree that the Secretary will reassume operation of a PSFA (or portion thereof) and associated funding transferred from the IHS to the Tribe in this Agreement only in the event that the requirements of 25 U.S.C. § 458aaa-6(a)(2) are met.

Section 11 – Method of Payment

The Tribe will be paid 100 percent of negotiated Tribal Shares within 30 days of apportionment of such funds to DHHS. Program formula shares will be paid within 10 days of the Area receiving funds. Payment shall be by means most advantageous to the Tribe as determined through negotiations and as permitted by law pursuant to Article II, Section 4 of the Compact. It is recognized that there may be errors in calculation, which may need to be renegotiated. Both parties agree to take action to correct such errors as they are identified.

Section 12 – Title I Provisions Applicable to This Funding Agreement

In accordance with 25 U.S.C. § 458aaa-15(b), the Tribe elects to incorporate the following sections of Title I of the ISDEAA, as amended, into this Funding Agreement.

1. 25 U.S.C. § 450h. Grants to Tribal Organizations and Tribes.
2. 25 U.S.C. § 450j(a)(1). Applicability of Federal contracting laws and regulations; waiver of requirements.

3. 25 U.S.C. § 450j(g). Performance of Personal Services
4. 25 U.S.C. § 450m-1. Contract disputes and claims.
5. 25 U.S.C. § 450n. Sovereign Immunity and Trusteeship rights unaffected

Section 13 – Administrative Notifications

1. Name/Address of Tribe: Grand Traverse Band of Ottawa and Chippewa Indians
2605 N. West Bayshore Drive
Peshawbestown, Michigan 49682
2. Federal Payment Office: Aberdeen Area Office
Finance
115 Fourth Avenue SE
Aberdeen, SD 57401
3. Catalog of Federal Domestic Assistance No: 93-210
4. HHS Administrative Code: ISG-93

Section 14 – Health Status Reports

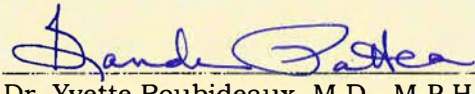
The Tribe agrees to report on health status and service delivery in accordance with the requirements of 25 U.S.C. § 458aaa-6(a)(1). Performance Indicators identified in Attachment C to this Agreement will serve to identify the Health Status of the Tribe.

Section 15 – Statutorily Mandated Grants

In accordance with 25 U.S.C. § 458aaa-4(b)(2) and its implementing regulations, the parties agree that upon written request by the Tribe, the Secretary will add each year, the Tribe's FY 2010 through FY 2013 Diabetes grant, and any other statutorily mandated grants awarded through the IHS to the Tribe, to this agreement after such grants have been awarded. Grant funds will be paid to the Tribe as an advance lump sum payment through the Payment Management System. Interest earned on such funds will be used by the Tribe to enhance the specific statutorily mandated grant program, including allowable administrative costs and reporting requirements. The Tribe will comply with all terms and conditions of the grant award for statutorily mandated grants, including reporting requirements and will not reallocate grant funds or redesign the grant program.

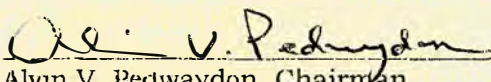
THE FOREGOING PROVISIONS OF THIS MULTI-YEAR AGREEMENT TO THE COMPACT OF SELF-GOVERNANCE ARE HEREBY AGREED TO ON THE DATES INSCRIBED BELOW. THE PARTIES WARRANT AND REPRESENT THAT THEY HAVE THE RIGHT, POWER, AND AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THEIR RESPECTIVE ORGANIZATIONS, AND SIGNIFY THEIR AGREEMENT BY AFFIXING THEIR SIGNATURES BELOW.

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICES
BY:


Dr. Yvette Roubideaux, M.D., M.P.H.
Director, Indian Health Service

11-16-12
Date signed

THE GRAND TRAVERSE BAND OF OTTAWA
AND CHIPPEWA INDIANS


Alvin V. Pedwaydon, Chairman
Grand Traverse Band of Ottawa
and Chippewa Indians

9/26/12
Date signed

Attachments: "A" Funding charts
"B" Memorialized disputes¹
"C" Performance Indicators
"D" Resolutions

¹ Memorializing Disputes. The parties to this Funding Agreement may have failed to reach agreement on certain matters that remain unresolved and in dispute. Such matters may be addressed through the process set forth in 25 U.S.C. § 458aaa-6(b)-(d), or at the Tribe's option, may be set forth in an attachment to this Funding Agreement, which shall be identified as "Memorialization of Disputes." This attachment shall not be considered a part of this Funding Agreement, but is attached for the purpose of recording matters in dispute for future reference, discussion and resolution as appropriate. The Tribe does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

**COMPACT
BETWEEN
THE MATCH-E-BE-NASH-SHE-WISH BAND
OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND THE
UNITED STATES OF AMERICA**

EFFECTIVE JANUARY 1, 2018

TABLE OF CONTENTS

TABLE OF CONTENTS	i
RECITALS	1
ARTICLE 1 — Authority and Purposes	4
Section 1.1 Authority	4
Section 1.2 Purposes	4
1.2.1 Transfer of Full Control over PSFAs.	4
1.2.2 Tribal Planning, Conducting, Consolidation, Redesign and Administration of PSFAs	4
1.2.3 Improvement of Government-to-Government Relationship	4
Section 1.3 Match-E-Be-Nash-She-Wish Reservation and Service Delivery Area	5
1.3.1 Match-E-Be-Nash-She-Wish Reservation	5
1.3.2 Service Delivery Area	5
Section 1.4 Applicable Law	5
ARTICLE 2 — Obligations of the United States	5
Section 2.1 Trust Responsibility	5
Section 2.2 Programs Retained	5
2.2.1 Secretarial Responsibility	5
2.2.2 Information Regarding Services of the Indian Health Service	5
Section 2.3 Eligibility for New PSFAs and Associated Funding	6
Section 2.4 Savings	6
Section 2.5 Reports to Congress	6
ARTICLE 3 — Term and General Provisions	6
Section 3.1 Term and Effective Date	6
Section 3.2 Funding Amount	6
Section 3.3 Payment	7
3.3.1 Payment Schedule	7
3.3.2 Interest on Advances	7
3.3.3 Investment	7
Section 3.4 Audits	7

**COMPACT BETWEEN MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF
MICHIGAN (GUN LAKE TRIBE) AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

3.4.1	Single Audit.....	7
3.4.2	Cost Principles.....	7
Section 3.5	Records.....	7
3.5.1	Incorporation of the Privacy Act.....	7
3.5.1.1	Records Disclosure.....	8
3.5.1.2	Records Storage.....	8
3.5.2	Confidentiality Standards.....	8
3.5.3	Recordkeeping System.....	8
3.5.4	Limited Preemption.....	8
Section 3.6	Property.....	8
3.6.1	In General.....	8
3.6.2	Access to Federal Property.....	8
3.6.3	Participation in “Project Transam”.....	8
3.6.4	Leases.....	9
Section 3.7	Effect of Circulars, Policies, Manuals, Guidances and Rules.....	9
Section 3.8	Disputes.....	9
3.8.1	Application of Title V.....	9
3.8.2	Administrative Dispute Resolution Act.....	9
Section 3.9	Subsequent Funding Agreements.....	9
3.9.1	Initiation of Negotiations.....	9
3.9.2	Continuation of Funding Agreement.....	9
Section 3.10	Health Status Reports.....	10
Section 3.11	Transportation and Other Supply Sources.....	10
3.11.1	Use of Motor Vehicles.....	10
3.11.2	Other Supply Sources.....	10
Section 3.12	Limitation of Costs.....	10
Section 3.13	Reassumption.....	11
ARTICLE 4 — Obligations of the Gun Lake Tribe.....		11
Section 4.1	Compact Programs.....	11
Section 4.2	Eligibility for Services.....	11
Section 4.3	Reallocation, Redesign and Consolidation.....	11
Section 4.4	Consolidation with Other Programs.....	11
Section 4.5	Program Income, Including Medicare/Medicaid.....	12
Section 4.6	Carryover of Funds.....	12
Section 4.7	Matching Funds.....	12
ARTICLE 5 — Other Provisions.....		12
Section 5.1	Designated Officials/Agents.....	12
Section 5.2	Indian Preference in Employment, Contracting and Sub-Contracting.....	12
Section 5.3	Federal Tort Claims Act Coverage; Insurance.....	13
5.3.1	Federal Tort Claims Act Coverage.....	13
5.3.1.1	Generally.....	13
5.3.2	Insurance.....	13
Section 5.4	Compact Modifications or Amendments.....	13
Section 5.5	Construction Funding.....	13
Section 5.6	Officials Not to Benefit.....	13
Section 5.7	Covenant Against Contingent Fees.....	14
Section 5.8	Use of Federal Employees.....	14

**COMPACT BETWEEN MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF
MICHIGAN (GUN LAKE TRIBE) AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

Section 5.9 Extraordinary or Unforeseen Events.....	14
Section 5.10 Mature Contractor Status Upon Compact Termination	14
Section 5.11 Sovereign Immunity	14
Section 5.12 Secretarial Interpretation and Rules of Construction.....	15
5.12.1 Secretarial Interpretation	15
5.12.2 Rules of Construction	15
Section 5.13 Severability	15
Section 5.14 Applicability of Title I Provisions	15
Section 5.15 Purchases from the Indian Health Service.....	15
 ARTICLE 6 — Exhibits.....	 16
Section 6.1 Resolution.....	16
Section 6.2 Funding Agreement	16

EXHIBITS

Exhibit A — Tribal Council Resolution No. 17-1057 (December 14, 2017)

Exhibit B — Funding Agreement between the Match-E-Be-Nash-She-Wish Band of Potawatomi Indians of Michigan and the Secretary of Health and Human Services

**COMPACT BETWEEN MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF
MICHIGAN (GUN LAKE TRIBE) AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

**COMPACT BETWEEN
THE MATCH-E-BE-NASH-SHE-
WISH BAND OF POTTAWATOMI
INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND
THE UNITED STATES OF
AMERICA**

EFFECTIVE JANUARY 1, 2018

This Compact of Self-Governance is made and entered into by and between the Secretary of Health and Human Services of the United States of America ("Secretary"), represented by the Director of the Indian Health Service ("Director"), and the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan ("Gun Lake Tribe"). This Compact is entered into under the Title V of the Indian Self-Determination and Education Assistance Act ("the Act"), as amended ("Title V of the Act"), which authorizes the Secretary to enter into Compacts and Funding Agreements with Indian Tribes. The Secretary has delegated the authority to enter into this Compact and Funding Agreement to the Director. This Compact reflects the Gun Lake Tribe's commitment to assure access to a comprehensive, integrated, and Tribally-controlled health care delivery system.

RECITALS

WHEREAS, Federal health services to maintain and improve the health of the American Indians are consonant with and required by the Federal Government's historical and unique legal relationship with, and resulting responsibility to, the American Indian people, 25 U.S.C. § 1601(1);

WHEREAS, the Congress has declared that it is the policy of the United States, in fulfillment of its special trust responsibilities and legal obligations to the American Indian people, to ensure the highest possible health status for Indians and to provide all resources necessary to effect that policy and to raise the health status of Indians to at least the levels set forth in the goals contained within the Healthy People 2010 initiative or successor objectives, 25 U.S.C. § 1602(1)-(2);

WHEREAS, the Gun Lake Tribe, a Federally recognized Indian Tribe as defined in 25 U.S.C. § 5304(e) and 25 U.S.C. § 5381(b), will provide comprehensive, integrated, and Tribally-controlled health care services directly and through purchasing other services;

**COMPACT BETWEEN MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF
MICHIGAN (GUN LAKE TRIBE) AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

WHEREAS, Congress has found that transferring full control and funding to Tribal governments, upon tribal request, over decision making for Federal programs, services, functions, and activities (or portions thereof) is an appropriate and effective means of implementing the Federal policy of government-to-government relations with Indian Tribes and strengthens the Federal policy of self-determination and self-governance. Tribal Self-Governance Amendments of 2000, Pub. L. 106–260, § 2(6), Aug. 18, 2000, 114 Stat. 712;

WHEREAS, it is the policy of Congress to call for full cooperation from the Department of Health and Human Services and its constituent agencies in the implementation of tribal self-governance to enable the United States to maintain and improve its unique and continuing relationship with, and responsibility to, Indian tribes; to ensure the continuation of the trust responsibility of the United States to Indian tribes and Indian individuals; to affirm and enable the United States to fulfill its obligations to the Indian tribes under treaties and other laws; to permit an orderly transition from Federal domination of programs and services to provide Indian tribes with meaningful authority, control, funding, and discretion to plan, conduct, redesign, and administer programs, services, functions, and activities (or portions thereof) that meet the needs of the individual tribal communities; and to provide Indian tribes with the earliest opportunity to administer programs, services, functions, and activities (or portions thereof) from throughout the Department of Health and Human Services. Pub. L. 106–260, § 3;

WHEREAS, in furtherance of the Federal policy of American Indian and Alaska Native Tribal self-determination and self-governance, Congress has directed the Secretary to carry out the “Tribal Self-Governance Program” authorized by Title V of the Act, 25 U.S.C. § 5382;

WHEREAS, Congress, in Title V of the Act, has authorized the Secretary to negotiate and implement a Compact and Funding Agreements with tribes that have satisfied the requirements set forth in 25 U.S.C. § 5383(c);

WHEREAS, Congress has directed that the Funding Agreement which the Secretary negotiates with the Gun Lake Tribe shall authorize the Gun Lake Tribe to plan, conduct, consolidate, administer, receive full tribal share funding, for all programs, services, functions and activities (or portions thereof), that are carried out for the benefit of Indians because of their status as Indians without regard to the agency or office of the Indian Health Service within which the program, service, function, or activity (or portion thereof) is performed, 25 U.S.C. § 5385(b)(1);

WHEREAS, the Funding Agreement shall set forth terms that generally identify the programs, services, functions or activities (or portions thereof) to be performed or

**COMPACT BETWEEN MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF
MICHIGAN (GUN LAKE TRIBE) AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

administered, and the general budget category assigned for such programs, services, functions or activities; the funds to be provided, including those funds to be provided on a recurring basis; the time and method of transfer of the funds; the responsibilities of the Secretary; and any other provisions with respect to which the Gun Lake Tribe and the Secretary agree in accordance with 25 U.S.C. § 5385;

WHEREAS, the Gun Lake Tribe shall not be obligated to continue performance of programs, services, functions, or activities (or portions thereof) set forth in the Funding Agreement that require an expenditure of funds in excess of the amount transferred under the Compact or Funding Agreement as provided in 25 U.S.C. § 5388(k);

WHEREAS, nothing in Title V of the Act shall be construed to limit or reduce in any way the funding for any program, project or activity serving an Indian Tribe under Title V of the Act or any other applicable Federal law, 25 U.S.C. § 5395(a);

WHEREAS, in Title V of the Act, Congress has directed that the Compact or Funding Agreement that the Secretary negotiates with the Gun Lake Tribe shall contain certain provisions as specified in 25 U.S.C. § 5387(a);

WHEREAS, Congress has directed that each provision of Title V of the Act and this Compact and associated Funding Agreements shall be liberally construed for the benefit of the Indian Tribe participating in self-governance, and any ambiguity shall be resolved in favor of the Tribe, 25 U.S.C. § 5392(f);

WHEREAS, except as otherwise provided by law, the Secretary shall interpret all Federal laws, Executive orders, and regulations in a manner that will facilitate the inclusion of programs, services, functions, and activities (or portions thereof) and funds associated therewith into this Compact and associated Funding Agreements; the implementation of this Compact and associated Funding Agreements; and the achievement of the Gun Lake Tribe's health goals and objectives, 25 U.S.C. § 5392(a);

WHEREAS, the Tribal Council of the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan, by Resolution No. 17-1057 (December 14, 2017), has authorized the Chairperson to enter into this Compact and associated Funding Agreements with the Secretary on behalf of the Gun Lake Tribe;

NOW, THEREFORE, the Secretary and the Gun Lake Tribe do hereby agree to enter into, undertake, and be bound by this Compact as set forth in Title V of the Act.

ARTICLE 1 — AUTHORITY AND PURPOSES

SECTION 1.1 – AUTHORITY. This Compact of Self-Governance is authorized by Title V of the Act, as amended, 25 U.S.C. §§ 5381-5399, and is hereby entered into by the Secretary, represented by the Director, and the Gun Lake Tribe, represented by its Chairperson. The Director, by signing this Compact, commits the Secretary to the extent and within the scope of the Secretary's delegation of authority to enter into Compacts and Funding Agreements pursuant to Title V of the Act or as otherwise authorized.

SECTION 1.2 – PURPOSES.

1.2.1 Transfer of Full Control over PSFAs. A purpose of this Compact is to effectuate the orderly transfer of the full control over programs, services, functions, and activities (or portions thereof) and associated funding to the Gun Lake Tribe, as identified in the Funding Agreement.

1.2.2 Tribal Planning, Conducting, Consolidation, Redesign and Administration of PSFAs. This Compact provides the Gun Lake Tribe with meaningful authority, control, funding, and discretion to plan, conduct, consolidate, redesign and administer programs, services, functions, and activities of the Indian Health Service under the terms set forth in the Compact as provided in Title V of the Act, and to reallocate funds for such programs, services, functions, and activities according to the priorities of the Gun Lake Tribe, in accordance with 25 U.S.C. §§ 5385 and 5386.

1.2.3 Improvement of Government-to-Government Relationship. This Compact enables the United States to maintain and improve its unique and continuing relationship with and responsibility to the Gun Lake Tribe through Tribal self-governance consistent with: Pub. L. 106–260, § 3(2)(E); the November 5, 2009 Memorandum for the Heads of Executive Departments and Agencies, the April 29, 1994 Memorandum from the President of the United States of America for the Heads of Executive Departments and Agencies; Executive Order 13175 on Consultation and Coordination with Indian Tribal Governments; the September 23, 2004 Memorandum from the President of the United States of America for the Heads of Executive Departments and Agencies; and the Department of Health and Human Services Tribal Consultation Policy. The Secretary hereby pledges that the Indian Health Service will conduct all relations with the Gun Lake Tribe on a government-to-government basis and consistent with such authorities.

SECTION 1.3 – MATCH-E-BE-NASH-SHE-WISH RESERVATION AND SERVICE DELIVERY AREA.

1.3.1 MATCH-E-BE-NASH-SHE-WISH RESERVATION. The Match-E-Be-Nash-She-Wish Reservation includes the lands held in trust for the Gun Lake Tribe in Allegan County, Michigan, and any other lands that may be taken into trust on behalf of the Gun Lake Tribe by the United States.

1.3.2 SERVICE DELIVERY AREA. The Gun Lake Tribe's Service Delivery Area for Gun Lake Tribal members includes the Match-E-Be-Nash-She-Wish Reservation and the area encompassed by Allegan, Kent, Ottawa, Kalamazoo, and Barry Counties in Michigan.

SECTION 1.4 – APPLICABLE LAW. The parties agree that the laws of the United States shall apply to any dispute between the United States and the Gun Lake Tribe arising out of the Compact or Funding Agreement. Nothing in this Compact shall be construed to diminish the applicability of the laws of the Gun Lake Tribe with regard to any matter or action involving a party other than the United States.

ARTICLE 2 — OBLIGATIONS OF THE UNITED STATES

SECTION 2.1 – TRUST RESPONSIBILITY. The Secretary is prohibited from waiving, modifying, or diminishing in any way the trust responsibility of the United States with respect to the Gun Lake Tribe and individual Indians that exists under treaties, Executive orders, other laws or court decisions. 25 U.S.C. § 5387(g).

SECTION 2.2 – PROGRAMS RETAINED.

2.2.1 SECRETARIAL RESPONSIBILITY. The Secretary hereby retains the responsibility for the programs, services, functions, and activities that are not assumed by the Gun Lake Tribe through its Funding Agreement, and the Gun Lake Tribe shall continue to be entitled to the full benefit of those programs, services, functions, and activities retained by the Indian Health Service.

2.2.2 INFORMATION REGARDING SERVICES OF THE INDIAN HEALTH SERVICE. At the written request of the Gun Lake Tribe, the Indian Health Service shall provide Gun Lake Tribe with a written list of the programs, services, functions, and activities that continue to be operated by the Indian Health Service that the Gun Lake Tribe is eligible to assume. To the fullest extent permitted by law, the Secretary will respond to requests from the Gun Lake Tribe to provide information, including financial data, relevant to IHS's ongoing programs, services, functions, or activities. The Secretary will cooperate with the Gun Lake Tribe to facilitate the inclusion of programs, services, functions, and activities in future Funding Agreements.

**COMPACT BETWEEN MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF
MICHIGAN (GUN LAKE TRIBE) AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

SECTION 2.3 – ELIGIBILITY FOR NEW PSFAs AND ASSOCIATED FUNDING. The Gun Lake Tribe shall be eligible for new programs, services, functions, and activities and associated funding on the same basis as other tribes. When new programs, services, functions, or activities become available, the Secretary shall advise the Gun Lake Tribe.

SECTION 2.4 – SAVINGS. To the extent that programs, services, functions and activities (or portions thereof) carried out by Indian Tribes under Title V of the Act reduce the administrative or other responsibilities of the Secretary with respect to the operation of Indian programs and result in savings that have not otherwise been included in the amount of Tribal shares and other funds determined under 25 U.S.C. § 5388(c), the Secretary shall make such savings available to Indian Tribes, including the Gun Lake Tribe, Inter-Tribal consortia, or Tribal organizations, for the provision of additional services to program beneficiaries in a manner equitable to directly served, contracted, and compacted programs. 25 U.S.C. § 5387(f).

SECTION 2.5 – REPORTS TO CONGRESS. In accordance with 25 U.S.C. § 5394, the Secretary shall submit to the Senate Committee on Indian Affairs and the House Resources Committee a written report not later than January 1 of each year on the administration of Title V of the Act. Each report shall include a detailed analysis of the level of need being presently funded or unfunded for the Gun Lake Tribe directly by the Secretary under this Compact and associated Funding Agreements. The contents of each report shall comply with 25 U.S.C. § 5394(b). In compiling the reports, the Secretary may not impose any reporting requirements on the Gun Lake Tribe not otherwise provided in Title V of the Act. The Secretary shall provide the Gun Lake Tribe with a draft of each report required to be submitted to Congress under this provision for a thirty (30) day comment period prior to the submission of the report to Congress so that the Gun Lake Tribe may comment on the report. The Secretary shall include the Gun Lake Tribe's comments in the final report to Congress.

ARTICLE 3 — TERM AND GENERAL PROVISIONS

SECTION 3.1 – TERM AND EFFECTIVE DATE. This Compact shall be effective on January 1, 2018. Provided the Gun Lake Tribe has a Funding Agreement in effect, this Compact shall remain in effect until amended or terminated by mutual written agreement, retrocession, or reassumption pursuant to 25 U.S.C. § 5384(d).

SECTION 3.2 – FUNDING AMOUNT. Subject to the appropriation of funds by the Congress of the United States and in accordance with 25 U.S.C. § 5388, the Secretary shall provide the total amounts specified in the Funding Agreement. Such amount shall not be less than the applicable amount determined pursuant to section 106(a) of the Act (25 U.S.C. § 5325). The Secretary is expressly prohibited from reducing the amount of funds required by the Act in subsequent years except as permitted by 25 U.S.C. § 5388(d)(1)(C)(ii).

SECTION 3.3 – PAYMENT.

3.3.1 PAYMENT SCHEDULE. Payment shall be made according to the schedule set forth in the Funding Agreement and shall include financial arrangements to cover funding during periods under continuing Congressional resolutions to the extent permitted by such resolutions.

3.3.2 INTEREST ON ADVANCES. The Gun Lake Tribe shall be permitted to retain interest earned on funds paid under a Funding Agreement. Interest earned on such payments shall not diminish the amount of funds the Gun Lake Tribe is authorized to receive under its Funding Agreement in the year earned or in any subsequent fiscal year. 25 U.S.C. § 5388(h).

3.3.3 INVESTMENT. All funds transferred under the Funding Agreement pursuant to this Compact shall be managed using the prudent investment standard pursuant to 25 U.S.C. § 5388(h).

SECTION 3.4 – AUDITS.

3.4.1 SINGLE AUDIT. The Gun Lake Tribe shall provide to the Federal Audit Clearinghouse (or its successor), an annual single organization-wide audit as prescribed by the Single Audit Act of 1984, as amended, 31 U.S.C. §§ 7501-7506.

3.4.2 COST PRINCIPLES. The Gun Lake Tribe shall apply the federal cost principles located in 45 C.F.R. Part 75, except as modified by 25 U.S.C. § 5325, other provisions of law, or by any applicable exemptions granted by the Office of Management and Budget (OMB). No other audit or accounting standards shall be required by the Secretary. Any claim by the Federal Government for disallowed costs against the Gun Lake Tribe relating to funds received under a Funding Agreement based on a single agency audit report required by 31 U.S.C. Chapter 75 shall be subject to the provisions of 25 U.S.C. § 5325(f). 25 U.S.C. § 5386(c)(2).

SECTION 3.5 – RECORDS.

3.5.1 INCORPORATION OF THE PRIVACY ACT. Pursuant to 25 U.S.C. § 5386(d)(1), records of the Gun Lake Tribe shall not be considered Federal records for purposes of chapter 5 of title 5 of the United States Code, except that:

3.5.1.1 RECORDS DISCLOSURE. Patient records, financial records and personnel records may be disclosed only in accordance with 5 U.S.C. § 552a(b) and other applicable law; and

3.5.1.2 RECORDS STORAGE. Pursuant to 25 U.S.C. § 5324 and 42 C.F.R. § 137.178, the patient records generated by the Gun Lake Tribe may be stored, at the option of the Gun Lake Tribe, at Federal Records Centers to the same extent and in the same manner as other U.S. Department of Health and Human Services' patient records.

3.5.2 CONFIDENTIALITY STANDARDS. The Gun Lake Tribe will maintain confidentiality in accordance with the Gun Lake Tribe's laws, regulations, policies and procedures, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Federal Privacy Act of 1974 ("Privacy Act") to the extent the Privacy Act is applicable.

3.5.3 RECORDKEEPING SYSTEM. The Gun Lake Tribe shall maintain a recordkeeping system pursuant to the requirements of the Gun Lake Tribe's laws, regulations, policies and procedures. The Gun Lake Tribe will assure that its recordkeeping system, and reasonable access to such records by the Secretary, will satisfy the requirements of 25 U.S.C. § 5386(d)(2) and 42 C.F.R. §§ 137.175 and 137.177.

3.5.4 LIMITED PREEMPTION. To the extent permitted under federal law, including HIPAA, 45 C.F.R. § 160.203, those laws, regulations, policies and procedures of the Gun Lake Tribe that provide more protection to patient records, financial records or personnel records shall not be preempted by Federal statutes, regulations, policies and procedures, provided they do not impede the reasonable access by the Secretary required under 25 U.S.C. § 5386(d)(2).

SECTION 3.6 – PROPERTY.

3.6.1 IN GENERAL. The provisions of 25 U.S.C. § 5392(c) are hereby incorporated by reference into this Compact.

3.6.2 ACCESS TO FEDERAL PROPERTY. To the extent IHS has been provided notice of the availability of Federal property that may be made available to tribes under Title V of the Act, and to the extent notice is provided to other tribes, the Secretary shall provide notice of such to the Gun Lake Tribe.

3.6.3 PARTICIPATION IN "PROJECT TRANSAM." The Gun Lake Tribe shall be notified of and authorized (to the extent IHS has authority to provide authorization) to participate in property screenings associated with "Project Transam" (or any successor project) by IHS Headquarters. Such notification may be made by publishing it on a webpage available to the Gun Lake Tribe. Inventory of available assets may be published on the following webpage <https://www.ihs.gov/transam/> or other Transam webpage available to the Gun Lake Tribe.

3.6.4 LEASES. Upon the request of the Gun Lake Tribe, the Secretary shall enter into a lease with the Gun Lake Tribe if the Gun Lake Tribe has title to, a leasehold interest in, or a trust interest in, a facility used by the Gun Lake Tribe for the administration and delivery of services under the Act. 25 U.S.C. § 5324(l)(1).

SECTION 3.7 – EFFECT OF CIRCULARS, POLICIES, MANUALS, GUIDANCES AND RULES. Pursuant to 25 U.S.C. § 5397(e), unless expressly agreed to by the Gun Lake Tribe in this Compact or associated Funding Agreements, the Gun Lake Tribe shall not be subject to any agency circular, policy, manual, guidance, or rule adopted by the Indian Health Service, except for the eligibility provisions of 25 U.S.C. § 5324(g) and regulations promulgated under 25 U.S.C. § 5397 (*see* 42 C.F.R. Part 137), unless such regulations have been waived pursuant to 25 U.S.C. § 5392(b). (*See* 42 C.F.R. Part 137 Subpart J.)

SECTION 3.8 – DISPUTES.

3.8.1 APPLICATION OF TITLE V. All disputes between the Indian Health Service and the Gun Lake Tribe under this Compact shall be subject to Title V of the Act and the provisions of 25 U.S.C. § 5331 and all remedies provided for therein. Actions and proceedings to enforce the Gun Lake Tribe's rights and the Secretary's obligations under this Compact shall be subject to the Equal Access to Justice Act, Public Law 96-481, 5 U.S.C. §504, as amended, to the extent allowed by Federal statutes and regulations. *See* 42 C.F.R. § 137.450.

3.8.2 ADMINISTRATIVE DISPUTE RESOLUTION ACT. In the alternative, the Indian Health Service and the Gun Lake Tribe may use the processes authorized and encouraged in the Administrative Dispute Resolution Act, 5 U.S.C. §§ 571-584, for more informal resolution of disputes arising under this Compact and associated Funding Agreements.

SECTION 3.9 – SUBSEQUENT FUNDING AGREEMENTS.

3.9.1 INITIATION OF NEGOTIATIONS. The negotiation process for subsequent Funding Agreements shall begin within 30 days of a request by the Gun Lake Tribe (or at some other date agreed upon by the parties). The Secretary will provide, to the extent such information is available, financial and other information relevant to the PSFAs carried out by the Gun Lake Tribe, at least 120 days prior to September 30, and comply with the Gun Lake Tribe's request for information needed to determine funds that may be available for a successor Funding Agreement.

3.9.2 CONTINUATION OF FUNDING AGREEMENT. Provided this Compact remains in effect pursuant to Section 3.1 (Term and Effective Date), pursuant to 25 U.S.C. § 5385(e) and 42 C.F.R. §§ 137.55 and 137.56, absent notification from the Gun Lake Tribe that it is withdrawing or retroceding the operation of one or more programs, services, functions, or

**COMPACT BETWEEN MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF
MICHIGAN (GUN LAKE TRIBE) AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

activities identified in a Funding Agreement entered into pursuant to this Compact, or unless otherwise agreed to by the parties, the last executed Funding Agreement, including all recurring increases received and continuing eligibility for other increases, shall remain in full force and effect until a subsequent Funding Agreement is executed. The terms of the subsequent Funding Agreement shall be retroactive to the end of the term of the preceding Funding Agreement, unless a later effective date was mutually agreed upon.

SECTION 3.10 – HEALTH STATUS REPORTS. In accordance with 25 U.S.C. § 5387(a)(1), the Gun Lake Tribe shall provide the Secretary a health status and service delivery report to the extent that relevant data is not otherwise available to the Secretary and specific funds for this purpose are provided to the Gun Lake Tribe in its Funding Agreement. Such reporting may impose only minimal burdens on the Gun Lake Tribe and such requirements must have been promulgated under 25 U.S.C. § 5397.

SECTION 3.11 – TRANSPORTATION AND OTHER SUPPLY SOURCES.

3.11.1 USE OF MOTOR VEHICLES. Subject to agreement of the General Services Administration (“GSA”) and at the Gun Lake Tribe’s request, the Secretary shall make best efforts to acquire Interagency Motor Pool vehicles and related services for performance of programs, services, functions and activities under this Compact and associated Funding Agreements in accordance with GSA regulations. The Gun Lake Tribe will satisfy any reporting requirements to the extent provided for in agreements between the Gun Lake Tribe and the GSA, which will not be attached to this Compact or Funding Agreement or incorporated by reference into this Compact or Funding Agreements. Pursuant to 25 U.S.C. § 5329(c)(1)(b)(10), the Secretary shall authorize the Gun Lake Tribe to obtain interagency motor pool vehicles and related services for performance of any activities carried out under this Compact.

3.11.2 OTHER SUPPLY SOURCES. In the event the Gun Lake Tribe elects to carry out the Compact or Funding Agreement with the use of Federal personnel, Federal supplies (including supplies available from Federal warehouse facilities), Federal supply sources (including lodging, airline transportation, and other means of transportation including the use of interagency motor pool vehicles) or other Federal resources (including supplies, services, and resources available to the Secretary under any procurement contracts in which the Department is eligible to participate), the Secretary shall acquire and transfer such personnel, supplies, or resources to the Gun Lake Tribe. 25 U.S.C. § 5388(e).

SECTION 3.12 – LIMITATION OF COSTS. If at any time the Gun Lake Tribe has reason to believe that the total amount provided for a specific program, service, function, or activity in the Compact or Funding Agreement is insufficient, the Gun Lake Tribe shall provide reasonable notice of such insufficiency to the Secretary. If the Secretary does not increase

the amount of funds transferred under the Funding Agreement, the Gun Lake Tribe may suspend performance of the program, service, function, or activity until such time as additional funds are transferred. 25 U.S.C. § 5388(k).

SECTION 3.13 – REASSUMPTION. The Secretary may reassume operation of a program, service, function, or activity (or portions thereof) carried out by the Gun Lake Tribe under this Compact and associated Funding Agreements, and the funding associated with such program, service, function or activity (or portion thereof), pursuant to 25 U.S.C. §5387(a)(2) and the regulations at 42 C.F.R. Part 137, Subpart M.

ARTICLE 4 — OBLIGATIONS OF THE GUN LAKE TRIBE

SECTION 4.1 – COMPACT PROGRAMS. The programs, services, functions, and activities that are the responsibility of the Gun Lake Tribe under this Compact are identified in the Gun Lake Tribe’s Funding Agreement.

SECTION 4.2 – ELIGIBILITY FOR SERVICES. In determining eligibility for services, the Gun Lake Tribe shall comply with applicable eligibility provisions set forth in the Indian Health Care Improvement Act, as amended, applicable Federal regulations, and other applicable Federal law.

SECTION 4.3 – REALLOCATION, REDESIGN AND CONSOLIDATION. In accordance with 25 U.S.C. § 5386(e), the Gun Lake Tribe may redesign or consolidate programs, services, functions, and activities (or portions thereof) included in the Funding Agreement under 25 U.S.C. § 5385 and reallocate or redirect funds for such programs, services, functions, and activities (or portions thereof) in any manner that the Gun Lake Tribe deems to be in the best interest of the health and welfare of the Indian community being served, only if the redesign or consolidation does not have the effect of denying eligibility for services to population groups otherwise eligible to be served under applicable Federal law.

SECTION 4.4 – CONSOLIDATION WITH OTHER PROGRAMS. The Gun Lake Tribe may consolidate programs, services, functions, and activities and associated funds identified in its Funding Agreement with other programs, services, functions, and activities provided with its own funds or funds from other sources, provided that the programs, services, functions, and activities are allowable for inclusion in a Funding Agreement under 25 U.S.C. § 5385. In cases in which the Gun Lake Tribe consolidates programs, services, functions, and activities under this section, the Gun Lake Tribe shall not be required to separate dollars or programs, services, functions, and activities so long as the Gun Lake Tribe can provide sufficient data to permit an acceptable program and financial audit to be conducted.

SECTION 4.5 – PROGRAM INCOME, INCLUDING MEDICARE/MEDICAID. All Medicare, Medicaid or other program income earned by the Gun Lake Tribe shall be in addition to that negotiated in the Funding Agreement, and the Gun Lake Tribe may retain all such income, including Medicare/Medicaid, and expend such funds in the current year or in future years, except to the extent that the Indian Health Care Improvement Act (25 U.S.C. §§ 1601-1683) provides otherwise for Medicare and Medicaid receipts. Such additional funds shall not result in any off-set or reduction in the negotiated amount of the Funding Agreement. 25 U.S.C. § 5388(j).

SECTION 4.6 – CARRYOVER OF FUNDS. All funds paid to the Gun Lake Tribe in accordance with this Compact or associated Funding Agreements shall remain available until expended. In the event the Gun Lake Tribe elects to carry over funding from one year to the next, such carryover shall not diminish the amount of funds the Gun Lake Tribe is authorized to receive under its Funding Agreement in that or any subsequent fiscal year. 25 U.S.C. § 5388(i).

SECTION 4.7 – MATCHING FUNDS. All funds provided under this Compact or associated Funding Agreements shall be treated as non-Federal funds for purposes of meeting matching or other cost participation requirements under any other Federal or non-Federal program pursuant to 25 U.S.C. § 5392(d).

ARTICLE 5 — OTHER PROVISIONS

SECTION 5.1 – DESIGNATED OFFICIALS/AGENTS. On or before the effective date of this Compact, the Secretary and the Gun Lake Tribe each shall provide a written designation of an individual(s) as their representative(s)/liaison(s). The Secretary and the Gun Lake Tribe shall direct all communications about the Compact, and relevant Funding Agreement, to the appropriate designee to the extent consistent with applicable law. Reference herein to the Gun Lake Tribe or the Secretary shall include the respective Designated Official thereof. Should the Secretary or the Gun Lake Tribe, during this Compact, designate a different individual as their representative/ liaison, the parties shall inform the other party in writing at the time of the designee change.

SECTION 5.2 – INDIAN PREFERENCE IN EMPLOYMENT, CONTRACTING AND SUB-CONTRACTING. The Gun Lake Tribe's employment and contract preference laws shall govern with respect to the Gun Lake Tribe's administration of the Compact and associated Funding Agreements or portions thereof.

SECTION 5.3 – FEDERAL TORT CLAIMS ACT COVERAGE; INSURANCE.

5.3.1 FEDERAL TORT CLAIMS ACT COVERAGE.

5.3.1.1 Generally. For purposes of Federal Tort Claims Act coverage, the Gun Lake Tribe is deemed to be part of the Federal government while carrying out this Compact and associated Funding Agreements. The Gun Lake Tribe's employees (including those acting on behalf of the Gun Lake Tribe as provided in section 2671 of title 28, and including any individual who provides health care services pursuant to a personal services contract with the Gun Lake Tribe) are deemed to be employees of the Federal government while performing work under this Compact and any associated Funding Agreements. This status is not changed by the source of the funds used by the Gun Lake Tribe to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Gun Lake Tribe. Such employees shall be deemed to be acting within the scope of their employment in carrying out such Compact and Funding Agreements when they are required, by reason of such employment, to perform medical, surgical, dental or related functions to provide health services to non-IHS beneficiaries in order to meet contractual obligations. These services may be provided at a Gun Lake Tribal facility or a non-Tribal facility. The employee's status for Federal Tort Claims Act purposes is not affected.

5.3.2 INSURANCE. The Gun Lake Tribe may, without approval of the Secretary, expend funds provided under this Compact and associated Funding Agreements to purchase insurance and indemnification, including insurance covering the risk of loss of or damage to property used in connection with this Compact and associated Funding Agreements without regard to the ownership of such property, to the extent that the expenditure of the funds is supportive of the programs, services, functions and activities carried out by the Gun Lake Tribe under this Compact and associated Funding Agreements. 25 U.S.C. § 5325(k)(8).

SECTION 5.4 – COMPACT MODIFICATIONS OR AMENDMENTS. Amendment to this Compact must be in writing and be signed by the authorized signatory for the Gun Lake Tribe and the Secretary.

SECTION 5.5 – CONSTRUCTION FUNDING. The Gun Lake Tribe may carry out construction projects or programs in accordance with Title V of the Act, the Indian Health Care Improvement Act, and Public Law 86-121.

SECTION 5.6 – OFFICIALS NOT TO BENEFIT. No member of Congress or resident commissioner shall be admitted to any share or part of any contract executed pursuant to this Compact, or to any benefit that may arise from such Compact. This section 5.6 may not be construed to apply to any contract with a third party entered into under this Compact if such

**COMPACT BETWEEN MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF
MICHIGAN (GUN LAKE TRIBE) AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

contract is made with a corporation for the general benefit of the corporation. 25 U.S.C. § 5329(c)(1)(e)(3).

SECTION 5.7 – COVENANT AGAINST CONTINGENT FEES. The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Compact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Gun Lake Tribe for the purpose of securing business. 25 U.S.C. § 5329(c)(e)(4).

SECTION 5.8 – USE OF FEDERAL EMPLOYEES. The provisions of 25 U.S.C. § 5323 shall apply to individual Memoranda of Agreement and Intergovernmental Personnel Act Agreements entered into by the Indian Health Service to assign or detail individuals to the Gun Lake Tribe under this Compact and associated Funding Agreements. Individual Memoranda of Agreement and Intergovernmental Personnel Act Agreements entered into under this section 5.8 shall not be incorporated by reference into this Compact or a Funding Agreement under this Compact.

SECTION 5.9 – EXTRAORDINARY OR UNFORESEEN EVENTS. This Compact is intended to obligate the Gun Lake Tribe to carry out all usual and ordinary functions respecting the programs, services, functions, and activities for which it is undertaking to assume responsibility under its Funding Agreement. In the event major unforeseen or extraordinary events occur, as jointly identified by the Gun Lake Tribe and the Secretary, with consequences beyond the control of the Gun Lake Tribe, the IHS will make resources available to the Gun Lake Tribe to deal with such major unforeseen or extraordinary event on the same basis as they would have been available to non-Compact tribes or the Indian Health Service had they encountered such major unforeseen or extraordinary event.

SECTION 5.10 – MATURE CONTRACTOR STATUS UPON COMPACT TERMINATION. In accordance with 25 U.S.C. § 5386(g)(3), should the Gun Lake Tribe elect to convert all or some of the programs, services, functions, or activities operated under the Compact back to contract status under Title I of the Act, the resulting self-determination contract shall be a mature self-determination contract. Such conversion would occur only at the end of the Compact term, on another date mutually acceptable to the Gun Lake Tribe and the Secretary, or as otherwise provided in this Compact, and will be implemented in a manner which avoids any interruption of services.

SECTION 5.11 – SOVEREIGN IMMUNITY. Nothing in this Compact or in any Funding Agreement shall be construed as affecting, modifying, diminishing, or otherwise impairing the sovereign immunity from suit enjoyed by the Gun Lake Tribe or as a waiver by the Gun Lake Tribe or the United States of America of its sovereign immunity.

SECTION 5.12 – SECRETARIAL INTERPRETATION AND RULES OF CONSTRUCTION.

5.12.1 SECRETARIAL INTERPRETATION. Except as otherwise provided by law, the Secretary shall interpret all Federal laws, Executive orders, and regulations in a manner that will facilitate the inclusion of programs, services, functions, and activities (or portions thereof) and funds associated therewith, into this Compact and the associated Funding Agreements, the implementation of this Compact and the associated Funding Agreements, and achievement of the Gun Lake Tribe's health goals and objectives. 25 U.S.C. § 5392(a).

5.12.2 RULES OF CONSTRUCTION. Each provision of Title V of the Act and of this Compact and associated Funding Agreements shall be liberally construed for the benefit of the Gun Lake Tribe, and any ambiguity shall be resolved in favor of the Gun Lake Tribe. 25 U.S.C. § 5392(f).

SECTION 5.13 – SEVERABILITY.

5.13.1 Except as provided in this section, this Compact shall not be considered invalid, void or voidable if any section or provision of this Compact is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction.

5.13.2 The parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of this Compact.

SECTION 5.14 – APPLICABILITY OF TITLE I PROVISIONS. At the request of the Gun Lake Tribe, any provision of Title I of the Act, not already specified in 25 U.S.C. § 5396(a), to the extent such provision does not conflict with a provision in Title V of the Act, shall be made a part of this Compact and the associated Funding Agreements. The Secretary is obligated to include such provision at the option of the Gun Lake Tribe. If such provision is incorporated, it shall have the same force and effect as if it were set out in full in Title V of the Act. In the event the Gun Lake Tribe requests such incorporation at the negotiation stage of this Compact or a Funding Agreement, such incorporation shall be deemed effective immediately and shall control the negotiation and resulting Compact and Funding Agreement. 25 U.S.C. § 5396(b).

SECTION 5.15 – PURCHASES FROM THE INDIAN HEALTH SERVICE. With respect to programs, services, functions, and activities transferred by the Indian Health Service to the Gun Lake Tribe under this Compact or associated Funding Agreements, the Indian Health Service shall provide goods and services to the Gun Lake Tribe, on a reimbursable basis, including payment in advance with subsequent adjustment. The reimbursements received

**COMPACT BETWEEN MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF
MICHIGAN (GUN LAKE TRIBE) AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

from those goods and services, along with the funds received from the Gun Lake Tribe pursuant to Title V of the Act, may be credited to the same or subsequent appropriation account which provided the funding, such amounts to remain available until expended. 25 U.S.C. § 5388(f).

ARTICLE 6 — EXHIBITS

SECTION 6.1 – RESOLUTION. Resolution No. 17-1057 (December 14, 2017) of the Tribal Council of the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan is attached as Exhibit A.

SECTION 6.2 – FUNDING AGREEMENT. Each Funding Agreement entered into between the Secretary of Health and Human Services, represented by the Director of the Indian Health Service, and the Gun Lake Tribe shall be governed by this Compact. Each Funding Agreement entered into pursuant to this Compact shall be attached hereto and incorporated by reference as Exhibit B. The Tribal Resolution authorizing signature of each Funding Agreement shall be attached to the Funding Agreement.

///

**UNITED STATES OF AMERICA
SECRETARY OF HEALTH AND HUMAN SERVICES**

BY: 

PRINCIPAL DEPUTY DIRECTOR,
INDIAN HEALTH SERVICE

DATE: DEC 28 2017

**MATCH-E-BE-NASH-SHE-WISH BAND OF
POTTAWATOMI INDIANS OF MICHIGAN**

BY: 

SCOTT SPRAGUE, CHAIRPERSON

DATE: 12/21/17

EXHIBIT A

Resolution



**Match-E-Be-Nash-She-Wish
Band of Pottawatomi Indians
GUN LAKE TRIBE**

Federally Recognized
August 23, 1999

County Service Areas:
Allegan, Barry, Kalamazoo,
Kent, and Ottawa

**RESOLUTION 17 - 1057
OF THE MATCH-E-BE-NASH-SHE-WISH BAND
OF POTTAWATOMI INDIANS**

**ACCEPTING TITLE V SELF-GOVERNANCE COMPACT AND MULTI-YEAR
FUNDING AGREEMENT**

WHEREAS, The Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan (hereinafter the "Tribe") is a federally recognized Indian Tribe organized pursuant to a Constitution approved by the Tribal Membership on June 19, 2000; and

WHEREAS, The Governing Body of the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan is the Tribal Council; and

WHEREAS, The Tribal Council of the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan is authorized pursuant to the Article VII, Section 1(l) of the Tribal Constitution to enact resolutions or ordinances; and

WHEREAS, the Tribal Council is authorized by the Tribes Constitution pursuant to Article VII to act and exercise tribal authority on behalf of the Gun Lake Tribe; and

WHEREAS, the Gun Lake Tribe has carried out the programs, services, functions, and activities (PSFAs) of the Indian Health Service pursuant to a contract and funding agreement entered into under Title I of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301 et seq. (ISDEAA); and

WHEREAS, the Gun Lake Tribe has been pursuing multiple strategies to improve and expand its health program to better meet the needs of our community under a new Title V Compact and Funding Agreement; and

WHEREAS, the Gun Lake Tribe has completed negotiations with the Indian Health Service, acting on behalf of the Secretary of Health and Human Services to transfer all previous and new and expanded PSFAs to a Compact and Funding Agreement entered into under Title V of the ISDEAA;

WHEREAS, the Tribal Council has reviewed the most recent draft Title V Compact and Funding Agreement;

THEREFORE, BE IT RESOLVED that the Gun Lake Tribal Council approves entering into a Title V Compact and Funding Agreement with the Indian Health Service; and

BE IT FURTHER RESOLVED, the Tribal Council authorizes Chairman (or his designee) to complete negotiations and execute the final documents for entering into a Title V Compact and Funding Agreement with the Secretary of Health and Human Services to carry out PSFAs of the Indian Health Service.

CERTIFICATION

We, the undersigned duly elected officials of the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians, do hereby certify that on December 14, 2017, the foregoing Resolution was adopted at a duly called meeting of the Tribal Council with a quorum present by a vote of 6 for; 0 against; 1 abstaining; and 0 absent.


CHAIRMAN

12/14/17
DATED


SECRETARY

12/14/17
DATED

EXHIBIT B

Funding Agreement

**FUNDING AGREEMENT
BETWEEN
THE MATCH-E-BE-NASH-SHE-WISH BAND
OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES OF THE
UNITED STATES OF AMERICA**

EFFECTIVE JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020

TABLE OF CONTENTS

Section 1 – Obligations of the IHS	1
1.1 Generally	1
1.2 Retained PSFAs.....	2
1.3 Other Federal Obligations	2
1.3.1 HIPAA/HITECH Compliance.....	2
1.3.2 Intellectual Property	2
1.3.3 Reports	2
1.3.4 Catastrophic Health Emergency Fund (CHEF).....	2
 Section 2 – Obligations of the Gun Lake Tribe	 3
 Section 3 – Tribal Programs and Budget	 3
3.1 Gun Lake Tribe’s Responsibilities.....	3
3.2 Programs, Services, Functions and Activities (PSFAs)	3
3.2.1 Comprehensive Health Services.....	3
3.2.2 Primary Care	4
3.2.3 Ancillary Care	4
3.2.4 Pharmaceutical Services.....	4
3.2.5 Dental Care.....	4
3.2.6 Podiatric Medicine	4
3.2.7 Optometry Services	4
3.2.8 Diabetes Treatment, Management, & Prevention	4
3.2.9 Community and Public Health Services.....	5
3.2.9.1 Community Health Promotion and Disease Prevention	5
3.2.9.2 Public Health Nursing Services	5
3.2.9.3 Community Health Representative (CHR).....	5
3.2.9.4 Home- and Community-Based Services.....	5

FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020

3.2.10 Human Services.....	5
3.2.11 Mental/Behavioral Health Services.....	6
3.2.12 Traditional Native Health Services	6
3.2.13 Family Services	6
3.2.14 Youth Development Services.....	7
3.2.15 Domestic Violence Awareness and Community Education.....	7
3.2.16 Health Services Administration	7
3.2.17 Purchased/Referred Care	8
3.2.18 Patient Registration	8
3.2.19 Emergency Preparedness.....	8
3.2.20 Environmental Health Program.....	8
3.2.21 Epidemiology and Communicable Disease Control	8
3.2.22 Health Services Training.....	9
3.2.23 Tribal Infrastructure	9
3.2.23.1 Tribal Leadership Representation.....	9
3.2.23.2 Business Office/Internal Operations.....	9
3.2.23.3 Benefit Assistance and Coordination.....	9
3.2.23.4 Human Resource Department.....	9
3.2.23.5 Finance Department.....	9
3.2.23.6 Clinic Engineering/Facility Maintenance	10
3.2.23.7 Information Technology	10
3.2.23.8 Public Safety & Emergency Services	10
3.3 Other Programs/Services.....	10
3.4 Non-IHS Funding.....	10
3.5 Federal Tort Claims Act.....	10
3.6 Facilities and Locations.....	11
 Section 4 – Amounts Available in the Fiscal Year.....	 11
4.1 Funding Amounts.....	11
4.1.1 Generally	11
4.1.2 Amounts Available.....	11
4.1.3 IHS Headquarters and the Area Office Environmental Health and Engineering (“OEHE”)	12
4.1.4 Other.....	12
4.2 Contract Support Costs.....	12
4.2.1 Direct and Indirect CSC	13
4.3 through 4.6 [Reserved].....	13
4.7 Statutorily Mandated Grants	13

**FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020**

4.8 Other Funds Due to the Gun Lake Tribe	13
4.8.1 Reconciliation and Adjustment	13
4.8.2 Year End Resources	13
4.9 Funding Adjustments Due to Congressional Actions	13
Section 5 – Method of Payment.....	14
5.1 Payment Schedule	14
5.1.1 Generally	14
5.1.2 Fiscal Year 2018.....	14
5.1.2.1 Lump Sum Payment for Existing Programs Previously Operated Under Title I Contract.....	14
5.1.2.2. Payment for New Programs Assumed Under the Compact 15 and This Funding Agreement.....	14
5.1.3 Prompt Payment Act	15
5.1.4 Exceptions	15
5.2 Periodic Payments	15
5.3 Subsequent Fiscal Years.....	15
Section 6 – Buyback	15
Section 7 – Amendment or Modification of this Funding Agreement.....	15
7.1 Form of Amendments.....	15
7.2 Due to Addition of IHS Retained or New Programs.....	15
7.3 Due to Availability of Additional Funding	16
7.4 Funding Increases.....	16
7.5 Decreases and Delays.....	16
7.6 Procedures for Amending or Modifying This Funding Agreement.....	16
7.6.1 Submission of Amendments and Final Offer	16
7.6.2 Execution.....	16
Section 8 – Service to Non-Beneficiaries	16
Section 9 – Consolidation of Contracts and Previous Funding Agreements	16
Section 10 – Title I Provisions Applicable to This Funding Agreement	17
Section 11 – Severability	17

**FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020**

Section 12 – Effective Date and Duration	17
---	-----------

Section 13 – Appendices.....	18
-------------------------------------	-----------

Appendix A – Gun Lake Tribe Self-Governance FA Table for FY 2018 Annual Planning Purposes	
Appendix B – Area Tribal Shares Table	
Appendix C – HQ Tribal Shares Table	
Appendix D – OEHE 4F Tables	
Appendix E – ACC: Annual Contract Support Cost Tool	
Appendix F – Direct Contract Support Cost (DCSC) Worksheet	
Appendix G – Indirect-Type Cost Worksheet	
Appendix H – List of Facilities and Locations where Gun Lake Tribe may provide PSFAs	
Appendix I – Buy Back Agreement(s)	
Appendix J – Tribal Resolution No. 17-1037 regarding non-beneficiaries	
Appendix K – Tribal Resolution No. 17-1057 approving Funding Agreement	

**FUNDING AGREEMENT
BETWEEN
THE MATCH-E-BE-NASH-SHE-WISH BAND
OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES OF THE
UNITED STATES OF AMERICA**

EFFECTIVE JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020

This Funding Agreement is entered into by and between the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan ("Gun Lake Tribe") and the Secretary of Health and Human Services ("HHS") of the United States of America ("Secretary") represented by the Director of the Indian Health Service ("Director").

Section 1 — Obligations of the IHS.

1.1 Generally. Pursuant to this Multi-Year Funding Agreement ("Funding Agreement"), the Indian Health Service ("IHS") shall provide funding and services identified herein and as provided in the Compact between the Gun Lake Tribe and the United States. The IHS shall remain responsible for performing all inherent federal functions and retained programs, services, functions and activities ("PSFAs") and will make all such PSFAs available to the Gun Lake Tribe on the same basis that such PSFAs are made available to IHS directly operated programs and the programs of other tribes eligible to receive such PSFAs.

In addition, although funds are provided from IHS Headquarters and IHS Area Office in support of the Compact and this Funding Agreement, the IHS will continue to make available to the Gun Lake Tribe, PSFAs from the IHS Bemidji Area Office ("Area Office"), any other IHS Area Office performing PSFAs for the Area Office, and IHS Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Funding Agreement. In cases where a portion of tribal shares have been transferred to the Gun Lake Tribe, the parties agree that the Tribe may receive a correspondingly proportionally reduced level of services provided to it by the IHS.

IHS's responsibilities under the Indian Health Care Improvement Act, as amended ("IHCIA"), the Indian Self-Determination and Education Assistance Act, as amended (the "Act"), and other applicable provisions of Federal law are unchanged by the Compact and Funding Agreement, except to the extent the Gun Lake Tribe has assumed PSFAs under this Funding Agreement.

FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020

IHS will provide reasonable notice to the Gun Lake Tribe of operational changes that, in the opinion of the IHS, may impact accessibility, availability or delivery of PSFAs for which IHS retains responsibility under this Funding Agreement.

1.2 Retained PSFAs. Except as may be provided in a written Buyback/Withhold Agreement entered into pursuant to section 6 (Buyback), any PSFA not assumed by the Gun Lake Tribe during the term of this Funding Agreement shall be presumed to be a retained responsibility of the IHS unless additional funds are provided to the Gun Lake Tribe by amendment to this Funding Agreement for such PSFA. The IHS is responsible for the retained PSFAs identified in Appendices A through D (described below). The Gun Lake Tribe shall be eligible for new PSFAs and associated funding on the same basis as other tribes. When new PSFAs become available the Secretary shall advise the Gun Lake Tribe.

1.3 Other Federal Obligations.

1.3.1 HIPAA/HITECH Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") for retained IHS health care component activities. The Gun Lake Tribe is also responsible for complying with HIPAA/HITECH. IHS and the Gun Lake Tribe will share patient information consistent with patient treatment, payment, health oversight and health care operations confidentiality exceptions under HIPAA/HITECH and other applicable law.

1.3.2 Intellectual Property. IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. The Gun Lake Tribe may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to the Gun Lake Tribe. The Gun Lake Tribe's use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.3.3 Reports. Any reports or information required under section 2.2.2 of the Compact (Information Regarding Services of the Indian Health Service) shall be provided within 60 days of the request of the Gun Lake Tribe, unless the parties mutually agree that a longer amount of time is necessary to provide such reports or information.

1.3.4 Catastrophic Health Emergency Fund (CHEF). The IHS administers the Catastrophic Health Emergency Fund ("CHEF") for the benefit of all IHS and tribal health service units. The Gun Lake Tribe is eligible for reimbursement from CHEF on the same basis as IHS directly operated service units and other tribal health service units. No part of CHEF is subject to contract or grant under any law including the Act. Nothing in the Compact or this Funding Agreement shall be construed as modifying, or expanding the rights of the Gun Lake Tribe under the legal authority under which the IHS administers CHEF, 25 U.S.C. § 1683.

FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020

Section 2 — Obligations of the Gun Lake Tribe. This Funding Agreement obligates the Gun Lake Tribe to administer and to provide health PSFAs, identified in section 3 (Tribal Programs and Budget), to eligible individuals pursuant to section 4.2 of the Compact (Eligibility for Services), utilizing the resources transferred under this Funding Agreement and other funds as they may become available to the Gun Lake Tribe. This Funding Agreement further authorizes the Gun Lake Tribe to consolidate and redesign PSFAs as provided in the Act and sections 4.3 (Reallocation, Redesign and Consolidation) and 4.4 (Consolidation with Other Programs) of the Compact.

Section 3 — Tribal Programs and Budget.

3.1 Gun Lake Tribe's Responsibilities. The Gun Lake Tribe agrees, subject to the availability of funding, to administer, provide, and be responsible for the health PSFAs identified below in accordance with the Compact and this Funding Agreement. For the purposes of the Funding Agreement, the Gun Lake Tribe's General Budget Categories consolidate related health PSFAs as described in this section, or as necessary to fully provide for the needs of persons served under this Funding Agreement.

All PSFAs carried out by the Gun Lake Tribe under this Funding Agreement are provided under the direction of the Tribal Council, which provides policy, administrative, and executive direction. To assure continuity of care, coordination of services, and to protect the right of Indian beneficiaries to receive high quality care and to obtain health services and benefits to which they are entitled, the Gun Lake Tribe collaborates with other governmental and private health programs and agencies and provides its services in locations throughout the Service Delivery Area, as described in section 1.3.2 of the Compact (Service Delivery Area), which may include the Gun Lake Tribal Health Center, homes, schools, and other community settings. Such services also include referrals and transportation for services in other locations outside the Service Delivery Area when appropriate to meet the needs of the IHS beneficiaries it serves. Subject to the availability of funding, the Gun Lake Tribe delivers its PSFAs directly, and through telehealth, referral, and purchased/referred care, and through purchasing health coverage. Any PSFA described in this Funding Agreement may be performed by any organizational unit of the Gun Lake Tribe at the Gun Lake Tribe's discretion.

3.2 Programs, Services, Functions and Activities (PSFAs). The Gun Lake Tribe is committed to and strives to provide a holistic, culturally competent health program that encourages wellness, addresses public health, is designed to improve health status, and assures quality health care services that meet applicable standards. Telemedicine, telehealth, tele-imaging, and other distance delivery methodologies may be employed. The Gun Lake Tribe will provide services including the following:

3.2.1 Comprehensive Health Services. Comprehensive health services include the following: acute care, chronic, therapeutic; and preventive services found in a comprehensive medical, community and mental/behavioral health model. Disciplines may include: family practice; internal medicine; pediatric medicine; podiatric medicine; geriatric medicine and women's health

FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020

including OB-GYN services. Services include physical examinations; assessment and treatment; disease and medication management; and coordination between medical, mental/behavioral health and social services.

3.2.2 Primary Care. Primary Care Services include routine general health care, chronic care, maternal and child health, preventative health, wellness care and non-urgent care, including specialized diabetic programming, nutrition/dietetics, tobacco cessation; substance abuse assessment and treatment; and integration with mental/behavioral health, including assessments/referrals and case management.

3.2.3 Ancillary Care. Ancillary Services support diagnosis and treatment and include well child and adult screening; physical examinations; diabetes and cancer screening; diagnostic radiography/imaging; pharmacology; diagnostic laboratory services including reference laboratory; health information services; biomedical services like EKG for cardiac patients; durable medical equipment distribution to patients; and drug screening.

3.2.4 Pharmaceutical Services. Outpatient pharmaceutical services include the dispensing of medications to patients; medication treatment and management; one-on-one consultations for patient medication education and management; and care coordination with mental/behavioral health staff.

3.2.5 Dental Care. General Dentistry Services include diagnosis, treatment and prevention of dental disease and related problems. Services also include specialized dental care such as prosthetics, restorative, and preventative maintenance. Dental Hygienic services complement general dentistry and include preventative educational services and oral hygiene instruction to a variety of patients including school-aged children, adults, and elders. Additional dental preventative measures include prophylaxis, fluoride rinse, and application of dental sealants.

3.2.6 Podiatric Medicine. Podiatric care services include examination, diagnosis and treatment of injury, deformity, or other condition of the human foot and ankle, inclusive of wound care and minor surgical procedures and the prescription and administration of medications and other forms of treatment on a referral basis.

3.2.7 Optometry Services. Optometry Services include optometric/ophthalmologic diagnostic examinations; treatment and management of injuries, diseases and disorders of the entire visual system; assessment and diagnosis of related systemic conditions such as diabetes mellitus (DM); and basic corrective eye treatment such as the provision of frames and lenses and adjustment or repair.

3.2.8 Diabetes Treatment, Management, & Prevention. Diabetes assessment, treatment, management, and prevention programs and services include activities to reduce the incidence and complications of diabetes, including registration of patients for “diabetes” or “pre-diabetes”; blood glucose, lipid, and micro-albumin screening; tobacco usage/exposure; foot care assessment/treatment; nutritional counseling and education; promotion of healthy lifestyles and

encouragement of self-management to identified patients; and the integration of primary care with mental/behavioral health services.

3.2.9 Community and Public Health Services. Community and Public Health promotes and preserves the health of individuals, families, and our communities. Services include the following:

3.2.9.1 Community Health Promotion and Disease Prevention: Health promotion and disease prevention efforts include the provision of educational information and services addressing diabetes, nutrition, obesity, weight management, physical activity, exercise programs, tobacco control/cessation, cardio-vascular, hypertension cancer, immunization, wellness center activities and participation, and other disease prevention. Additional activities may include injury prevention and overall integration of community health at culture-based activities and other venues.

3.2.9.2 Public Health Nursing Services: Public health nursing services include direct and indirect patient care; health promotion and disease prevention, immunizations, sexually transmitted diseases and other infectious disease prevention, treatment and tracing; identification and surveillance of communicable diseases thorough active participation in local, regional and state initiatives and reporting requirements; intervention in other potential individual and community public health issues.

3.2.9.3 Community Health Representative (CHR): CHR Services include promoting wellness to the entire Tribal community through patient education and referral; patient advocacy and support of patients' ability to engage in self-care; support of other clinic and community-based services; transportation for patients and escorts to visits with health care providers and other health related activities; and participation in community, family, and individual assessments.

3.2.9.4 Home- and Community-Based Services: Home- and Community-based Services include a broad array of care and other supportive services for individuals who continue to live in home settings, including providing assistance with activities of daily living for individuals who are unable to perform their activities of daily living on their own, or when the families are unable to meet all of their needs; assistance with making the client's home safe and accessible; and development of infrastructure for a long-term care program for the Gun Lake Tribal community as the Gun Lake Tribal population ages over time. To the extent applicable, these services are provided in accordance with 25 U.S.C. § 1621d.

3.2.10 Human Services. The Gun Lake Tribe's Human Service department assists patients with medical conditions with additional psychosocial concerns, including:

- consulting, advocating, and assisting with coordinating patient case-management with other providers;
- discharge planning services for current in-patients and appropriate follow-up;

FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020

- coordination of care services for patients requiring special needs or services such as advanced directives to hospitals;
- assisting patients and families with advocacy for unmet needs;
- providing technical assistance to Tribal leadership and Administration with analysis and development of Tribal social welfare policy; and
- coordinating education and training related to community health needs and problems.

3.2.11 Mental/Behavioral Health Services. Mental/Behavioral Health Services include the identification, assessment, and intervention of issues that can be defined as multiple chronic conditions; identification of acute and long-term treatment options; prevention and aftercare of substance abuse and mental health diagnosed patients/clients; creating a person-centered planning model serves as a holistic framework respective of the individual using their goals and values and building upon individual strengths; creating a holistic care model that considers the biological, psychological, social, environmental, cultural and spiritual influences in a person's life; creating coordinated care plans for patients/clients focusing on relevant evaluation, counseling, and medical treatment coordination supportive with access to referral services; individual, group and extended family prevention; early intervention and treatment of mental and substance abuse disorders; staff recruitment and retention; interdepartmental and interagency memoranda of agreement (MOA); accreditation and licensing; integration of behavioral/mental health with primary care; creating "best practice guidelines" tailored to fit the Tribal community; case management activities, including a multi-tribe collaborative effort entitled "Access to Recovery" (ATR) which provides clinical and recovery support services; crisis intervention services that assess while providing stabilization of acute symptoms of mental illness and emotional distress; emergency mental health services; use of emergency protective measures including transfer to inpatient and outpatient services; assisting families in participation with adolescent inpatient/outpatient treatment; conducting parenting classes; family counseling; coordinating tribal programming with court referred assessments; coordinating mental health and medical services as appropriate; developing and implementing community based alternative health services; and serving as patient advocate.

3.2.12 Traditional Native Health Services. Traditional Native American healing services include information, referral and access to Native American treatment such as sweat lodge and other Native American holistic approaches to treatment, subject to 25 U.S.C. § 1680u.

3.2.13 Family Services. Family Services include health, behavioral health, and preventive services that may include emotional support services; substance abuse counseling; health information; services that respond to child physical abuse, sexual abuse, neglect, and other conditions that place a child at physical or emotional risk; services to prevent and respond to domestic violence; advocacy; health-related assessment or services related to foster home advocacy and supportive services; child development and family services, including, but not limited to, health-oriented education; socialization; health screening; growth and nutritional assessment;

FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020

individualized culturally-appropriate child development services; family support and treatment services.

3.2.14 Youth Development Services. Youth development services, which include a variety of child development services and family services, are designed to promote leadership skills, healthy lifestyles, and cultural pride, and to enhance self-confidence and involve self-esteem activities. These services include activities, programs, and other culturally appropriate programs to give youth an opportunity to learn and practice healthy and functional life skills through their interactions; services designed to assist youth to lead healthy, productive lives and to engage fully in educational and other age-appropriate activities; student support activities, career exploration and work experience, and life skills training. Additional Youth Development programming includes services directed at assuring children and youth the opportunity to participate in educational and other health age-appropriate activities to enhance self-confidence and self-esteem; educational, developmental, and student support activities; healthy lifestyles in a culturally relevant manner and respectful of tribal traditions; and positive behaviors instead of use of drugs, alcohol, and other negative behaviors.

3.2.15 Domestic Violence Awareness and Community Education. The Tribal Domestic Violence program includes comprehensive services to victims of domestic violence and sexual assault using a multi-disciplinary, culturally specific, person centered confidential approach; identification of individual/family needs regardless of age, gender or sexual identity; short-term counseling; access to critical information; coordination of referrals; and/or individualized or community education and training events for community awareness. Additional services for prevention of domestic violence and care of individuals affected by domestic violence include safety planning; criminal justice advocacy and support; emergency needs resources including transportation, housing/shelter assistance; children supportive services; emotional and personal advocacy; and coordination with other regional and Tribal programs.

3.2.16 Health Services Administration. Health Services administration activities include administrative direction, guidance, and supervision for all Health Center activities, including the following:

- Coordination of a comprehensive health services delivery system for the Gun Lake Tribal community;
- Fiscal and financial management for all program resources including development of operational budgets;
- Financial processing, including 3rd party billing functions and referral care coordination;
- Supervision of all Gun Lake Health & Human Services Department personnel and resources;
- Day-to-day management of the Gun Lake Tribal Health Programs including the organization of financial and personnel resources;

FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020

- Implementing and/or monitoring short-term and long-term planning for the Gun Lake Tribal Health Center;
- Performance evaluations;
- Professional development;
- Administrative reports; and/or
- Development of short-term and long-term strategic plans.

3.2.17 Purchased/Referred Care. The Purchase/Referred Care (PRC) PSFA (formerly Contract Health Care or CHS) provides referrals and, when appropriate, authorizes funds to support such referral, within medical priorities established by the Gun Lake Tribe, both inside and outside its service delivery area. The Gun Lake Tribe may utilize funds under this Funding Agreement for the purchase of health insurance benefits or to provide the premiums for health benefits coverage in accordance with 25 U.S.C. § 1642.

3.2.18 Patient Registration. Patient registration includes securing patient demographical data input; collecting critical patient information including but not limited to patient contact information, insurance eligibility, patient confidentiality forms for HIPAA compliance; other data entry; and health information management are necessary for the provision of services.

3.2.19 Emergency Preparedness. Emergency preparedness includes coordination with neighboring governmental bodies; identification and surveillance of communicable diseases through active participation in local, regional and state initiatives and reporting requirements; and/or intervention in other potential individual and community public health issues.

3.2.20 Environmental Health Program. The Environmental Health Program includes identification, evaluation, and investigation of environmental health risks and hazards; developing and implementing specific environmental health program goals; providing services which may include injury prevention; conducting environmental health surveys and consultations for a broad range of facilities and events including locations in which health care services are provided, food services, and other public facilities, community water systems, liquid and solid waste systems, institutional facilities (schools, day care, head starts, clinics, residential care facilities, senior housing, etc.), swimming pools, motels, hotels, trailer parks and other housing; occupational health and safety; and addressing special environmental health events impacting the Gun Lake Tribe.

3.2.21 Epidemiology and Communicable Disease Control. The Gun Lake Tribe, directly, and/or through the Great Lakes Inter-Tribal Council's Epidemiology Center, carries out public health, epidemiology, and health research functions. These activities include collecting and receiving personally identifiable health information for the purposes of (1) preventing or controlling disease, injury, or disability; (2) reporting disease, injury and vital events such as birth and death; and (3) conducting public health investigations. Communicable disease control also includes employee health programs, testing, and services.

FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020

3.2.22 Health Services Training. Health Services Training includes clinical rotations, mentoring, shadowing, training, and supervision of health care providers; offering sites for medical residents and other individuals obtaining training in the health professions, including behavioral and dental professions and community health representatives; providing direct support and orientation, training, and continuing education for all providers, employees, and others with regard to their practices, roles, and responsibilities; training and support to the Tribal Council and the Tribal Health Board regarding their responsibilities concerning health care operations and clinic governance. To the extent applicable, the Gun Lake Tribe will comply with 25 U.S.C. § 1665e.

3.2.23 Tribal Infrastructure.

3.2.23.1 Tribal Leadership Representation. In support of the PFSAs identified in this Agreement, Council members and other tribal leaders provide health care advocacy on an area, state, and national level, including participation in and serving on national, state, local and tribal health related committees, boards, and other groups.

3.2.23.2 Business Office/Internal Operations. Business Office/Internal Operations functions include support and coordination of patient registration, patient benefits coordination, coding, third-party billing, review of aged accounts, debt management, and denial management, electronic health record (EHR) and other software systems, including those implemented through the Resource and Patient Management System (RPMS) and other information systems used for patient data management, collecting data on reimbursable expenses incurred by patients, generating bills for collection from other payers (primarily Medicare, Medicaid, and private insurance), conducting utilization review, insurance verification, and collection activities.

3.2.23.3 Benefit Assistance and Coordination. Benefit Outreach & Assistance services include assisting patients in determining and applying for health care insurance benefits that may improve access to health services or quality of life; assisting individuals to purchase health insurance; assisting individuals in obtaining alternative funding for health care services with assistance in forms processing and completion; and/or serving in a patient advocate role while working with outside vendors or insurance companies.

3.2.23.4 Human Resource Department: The Human Resources Department provides personnel services in collaboration with the Gun Lake Tribal Health & Human Service leadership, including staffing, recruitment, retention, job classification, pay and benefits administration, training, continuing education and development, employee relations, human resources information systems, infection control, and staff education.

3.2.23.5 Finance Department: The Tribal Finance Department provides financial services including organizing, coordinating, and executing budget and financial operations and accounting; providing or enhancing tribal enterprise systems including the Gun Lake Tribal Health & Human Services Department; utilizing current procurement policies and procedures; and developing specialized fiscal reporting for the successful operation of a comprehensive health system.

FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020

3.2.23.6 Clinic Engineering/Facility Maintenance: Engineering and facility maintenance provides housekeeping services such as waste, trash and infectious waste removal, linen management, routine and urgent cleaning for clinic facilities and other Tribal health program facilities of the Gun Lake Tribe; and infection control including reduction of risks of endemic and epidemic infections in patients, health care workers, and other employees accomplished through surveillance methodologies, education, internal reporting, and coordination with outside public health agencies.

3.2.23.7 Information Technology: Information Technology includes all aspects of technical information management services, including technical support; hardware maintenance, software upgrades, applications development, telecommunications, remote data services, overall systems and operations management including senior leadership level information management; and coordinates with the Bemidji Area Office-IT division, and other IHS staff, to ensure proper compliance and connectivity among tribal health facilities and Tribal governmental campus and ensure that the RPMS, and other systems necessary for exchanging information, are functioning appropriately.

3.2.23.8 Public Safety & Emergency Services: The Gun Lake Tribal Public Safety and Public Works departments provide mitigation and prevention of, preparation for, response to, and recovery from the effects of natural, man-made, and biological events; mutual aid agreements with tribal, local, state and federal governments; and operation and support of warning and evacuation systems. Public safety and emergency services also include coordinating with neighboring governmental bodies to protect the Tribal community with fire and emergency medical transportation; and development and operation of an independent Tribal emergency services program.

3.3 Other Programs/Services. This Funding Agreement includes PSFAs resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including the Gun Lake Tribe's own funds or funds from other sources, provided that such consolidation, redesign or reallocation or redirection of funds must satisfy the conditions of 25 U.S.C. § 5386(e) and results in carrying out PSFAs that may be included in the Funding Agreement pursuant to 25 U.S.C. § 5385 and section 4.4 of the Compact (Consolidation with Other Programs).

3.4 Non-IHS Funding. The Gun Lake Tribe will complement and supplement the PSFAs described in section 3 (Tribal Programs and Budget) with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding. Consistent with sections 4.3 (Reallocation, Redesign and Consolidation), 4.4 (Consolidation with Other Programs), and 4.5 (Program Income, including Medicare/Medicaid) of the Compact, non-IHS funds will be added to or merged with funds provided by the IHS through this Funding Agreement.

3.5 Federal Tort Claims Act. The extent of Federal Tort Claims Act ("FTCA") coverage is described more specifically in Section 5.3.1 of the Compact and 25 C.F.R. §§ 900.180-900.210.

**FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020**

3.6 Facilities and Locations. The Gun Lake Tribe provides the PSFAs described in this Funding Agreement, including preventative health and education services, in more than one facility or location – including local districts, community centers, churches, schools, day care, and early education centers, senior centers and senior housing, and other locations in which local and community-sponsored health programs occur. The PSFAs described herein may be provided outside of normal business hours and in some cases 24-hours a day, 7-days a week. The locations where the Gun Lake Tribe provides PSFAs will include all those locations set forth in Appendix H to this Funding Agreement.

Section 4 — Amounts Available in the Fiscal Year.

4.1 Funding Amounts.

4.1.1 Generally. To carry out the PSFAs described in section 3 of this Funding Agreement, the Gun Lake Tribe will reallocate funding as the Gun Lake Tribe deems necessary pursuant to applicable law. The funds made available to the Gun Lake Tribe pursuant to the Compact and Title V of the Act are subject to reductions only in accordance with 25 U.S.C. § 5388(d) and 25 U.S.C. § 5325.

4.1.2 Amounts Available. Under this Funding Agreement, for the period beginning January 1, 2018 and ending September 30, 2018, and on the two successive fiscal years ending on September 30, 2020, IHS agrees to make available to the Gun Lake Tribe the amounts due pursuant to 25 U.S.C. § 5388, and as shown in the following documents, which are incorporated by reference:

- Appendix A – Gun Lake Tribe Self-Governance FA Table for FY 2018
Annual Planning Purposes
- Appendix B – Area Tribal Shares Table
- Appendix C – HQ Tribal Shares Table
- Appendix D – OEHE 4F Tables
- Appendix E – ACC: Annual Contract Support Cost Tool [Reserved]
- Appendix F – Direct Contract Support Cost (DCSC) Worksheet [Reserved]
- Appendix G – Indirect-Type Cost Worksheet [Reserved]

The amounts in column 10 of the Gun Lake Tribe Self-Governance FA Table for FY 2018 Annual Planning Purposes in Appendix A summarize the annual recurring funds by IHS budget category available to the Gun Lake Tribe as of January 1, 2018 and also include line items identified as non-recurring (NR) and indirect contract support costs. The amounts to be transferred to the Gun Lake Tribe under this Funding Agreement are identified in column 12 in Appendix A. Because this agreement is effective after the start of FY 2018, the amount for FY 2018 will be adjusted proportionally to account for any funding already provided to the Gun Lake Tribe for FY 2018 pursuant to the Gun Lake Tribe's Title I self-determination contract and annual funding agreement. These annual amounts will be adjusted to reflect any additional FY 2018 funding amounts after final apportionment of the FY 2018 IHS appropriation. Funds already received by the Gun Lake

FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020

Tribe pursuant to the Gun Lake Tribe's Title I contract and Annual Funding Agreement may be used by the Gun Lake Tribe for PSFAs included in this Funding Agreement to the extent that the Gun Lake Tribe assumes the responsibility for such PSFAs during the period covered by this Funding Agreement. The Gun Lake Tribe may redesign PSFAs and/or re-budget funds between and among PSFAs according to its priorities to the extent otherwise permitted by the Act and applicable federal appropriations laws.

Consistent with Article 3 of the Compact and this Funding Agreement, for each subsequent fiscal year, the parties will negotiate and agree on revisions to the Appendices above prior to the end of the previous fiscal year, and the agreed-upon tables will supersede the previous year's funding tables.

4.1.3 IHS Headquarters and the Area Office Environmental Health and Engineering ("OEHE"). The amount of funds estimated to be available for OEHE will be identified in each Funding Agreement budget term based on the annual OEHE distribution workload methodology. The amount of funds available and the level of any retained shares will be updated at the beginning of FY 2018 and each subsequent FY.

4.1.4 Other. Earmarked funds will be provided to the Gun Lake Tribe in the future to the same extent as they have been provided consistent with applicable law and funding formulas agreed to by the Bemidji Area Tribes. IHS Headquarters shares are allocated according to IHS Headquarters' methodologies. In addition to the funding amounts identified in section 4.1 of this Funding Agreement, the Gun Lake Tribe is entitled to additional IHS Headquarters' tribal shares and to increases in any other level of funding associated with inflation, pay costs, population growth, mandates, the Indian Health Care Improvement Fund, and any other increases resulting from increases in appropriations or reallocation based on changes in Headquarters or Area residual or tribal shares that results in larger amounts being available to Tribes. The Gun Lake Tribe will be eligible for all funds, including non-recurring funds, consistent with applicable law and on the same basis as other Tribes.

New funds received during the term of this Funding Agreement will be added by amendment. Any amounts to which the Gun Lake Tribe was entitled under previous Title I Contract Annual Funding Agreements and Title V Self-Governance Funding Agreements, after adjustment and reconciliation of any withheld amounts as of the last day of the previous fiscal year, shall be included in this Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the CYs covered by this Funding Agreement, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is set forth in paragraph 4.2.1. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass-through and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325, and, to the extent not inconsistent with the ISDEAA, as specified in IHS Manual Part 6, Chapter 3

FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020

(approved October 26, 2016). The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. § 7101 et seq.

4.2.1 Direct and Indirect CSC. The following amounts represent the parties' estimates, as provided in subsection 4.2: \$26,211.00 for direct CSC, \$0 for indirect-type CSC, and \$140,200.00 for indirect CSC. The parties agree to mutually negotiate estimated CSC amounts, in accordance with 25 U.S.C. § 5325 and § 5388(c). All remedies available under subsection 4.2 shall remain available to the parties.

4.3 through 4.6. [Reserved]

4.7 Statutorily Mandated Grants. In accordance with 25 U.S.C. § 5385(b)(2) and its implementing regulations, the parties agree that, upon a request by the Gun Lake Tribe at the time of award of such grant, the Secretary will add the Gun Lake Tribe's Diabetes grant(s) award funding. At the request of the Gun Lake Tribe, any other statutorily mandated grant awarded through the IHS to the Gun Lake Tribe may be added to this Funding Agreement after the grant has been awarded. Grant funds will be paid to the Gun Lake Tribe as a lump sum advance payment through the Payment Management System. The Gun Lake Tribe will use interest earned on such funds to enhance the statutorily mandated grant program, including allowable administrative costs. The Gun Lake Tribe will comply with all terms and conditions of the grant award for statutorily mandated grants, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the authorizing statutes or the terms of the grant.

4.8 Other Funds Due to the Gun Lake Tribe.

4.8.1 Reconciliation and Adjustment. For the reasons noted throughout section 4 of this Funding Agreement (Amounts Available in the Fiscal Year) and because the funds under the previous year's Title I Contract Annual Funding Agreement have not been fully identified or reconciled as of the time this Funding Agreement is being executed, all amounts to be paid in the fiscal year for this Funding Agreement are based on prior year appropriations and are subject to amendment to reflect the full amount due for this fiscal year. IHS will provide sufficient documentation to facilitate the Gun Lake Tribe's reconciliation of the amounts due under this Funding Agreement to the funding actually received by the Gun Lake Tribe.

4.8.2 Year End Resources. In addition to the amounts otherwise provided, the IHS shall provide the Gun Lake Tribe the opportunity to receive a share in any year-end resources of the IHS on the same basis as all other Tribes. Resources referred to herein are those that were otherwise not available for tribal shares distribution.

4.9 Funding Adjustments Due to Congressional Actions. The parties to this Funding Agreement recognize that the total amount of the funding in this Funding Agreement is subject to

**FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020**

adjustment due to Congressional action in appropriations acts. Upon enactment of relevant appropriation acts or other law affecting availability of funds to the IHS, the amounts of funding provided to the Gun Lake Tribe in this Funding Agreement shall be adjusted as necessary, and the Gun Lake Tribe has been notified of such action, subject to any rights which the Gun Lake Tribe may have under this Funding Agreement, the Compact, or the law.

Section 5 — Method of Payment.

5.1 Payment Schedule.

5.1.1. Generally. Payment shall be made annually as expeditiously as possible and shall include financial arrangements to cover funding during periods under continuing resolutions to the extent permitted by such resolutions. Other than as set forth in this Section 5, in each fiscal year covered by this Funding Agreement, the Secretary shall make available the funds identified and agreed upon under Section 4.1 (Funding Amounts) by paying the total amount as provided for in the Funding Agreement in advance lump sum within ten (10) calendar days after the date on which such funds are apportioned from the Office of Management and Budget to the IHS, or as provided in section 5.2 (Periodic Payments) or otherwise in this Funding Agreement.

5.1.2. Fiscal Year 2018.

5.1.2.1 Lump Sum Payment for Existing Programs Previously Operated Under Title I Contract. IHS shall pay to the Gun Lake Tribe on the effective date of this Funding Agreement a lump sum payment of any remaining amounts due for all PSFAs previously operated by the Gun Lake Tribe pursuant to its Title I Contract No. 239-13-0009 (Oct. 2, 2012), provided that if any of the FY 2018 funds that may be due have not yet been apportioned by the Office of Management and Budget to the IHS on the effective date of this Funding Agreement, the remaining amounts shall be paid to the Gun Lake Tribe within ten (10) calendar days after the date on which such funds are apportioned to the IHS.

5.1.2.2 Payment for New Programs Assumed Under the Compact and This Funding Agreement. Subject to the provisions of section 4.2 (Contract Support Costs), the IHS shall provide payment for any PSFAs that the Gun Lake Tribe is assuming for the first time pursuant to the Compact and this Funding Agreement in accordance with the following payment process. First, IHS shall make a lump sum payment for the amount of funds associated with these new PSFAs for the period from January 1, 2018 through September 30, 2018, on the effective date of the Funding Agreement, provided that if any FY 2018 funds that may be due have not yet been apportioned by the Office of Management and Budget on the effective date of this Funding Agreement, the remaining amounts shall be paid to the Gun Lake Tribe within ten (10) calendar days after the date on which such funds are apportioned from the Office of Management and Budget to the IHS.

FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020

5.1.3 Prompt Payment Act. The Prompt Payment Act, Chapter 39 of Title 31, United States Code, shall apply to the payment of funds under the Compact and this Funding Agreement negotiated thereunder.

5.1.4 Exceptions. Except as provided in sections 5.1.2 (Fiscal Year 2018), 5.2 (Periodic Payments) and 6 (Buyback), all funds identified in section 4 (Amounts Available in the Fiscal Year) of this Funding Agreement shall be paid to the Gun Lake Tribe, in accordance with section 3.3.1 (Payment Schedule) of the Compact; payment to the Gun Lake Tribe to be made as follows:

- One annual payment in lump sum to be made in advance by electronic funds transfer.

5.2 Periodic Payments. Payment of funds otherwise due to the Gun Lake Tribe under this Funding Agreement which are added or identified after the initial payment is made shall be made promptly to the Gun Lake Tribe by electronic funds transfer within ten (10) days after distribution methodologies and other decisions regarding payment of those funds have been made by the IHS.

5.3 Subsequent Fiscal Years. In subsequent fiscal years, the IHS will send the Self-Governance Funding Tables to the Gun Lake Tribe prior to October 1. The new Self-Governance Funding Tables will supersede the previous year's Funding Tables. If the parties do not agree on terms for self-governance funding tables prior to October 1 of the subsequent year, the IHS shall pay the Gun Lake Tribe the amounts identified in the previous year's Self-Governance Funding Tables, adjusted for congressional increases/decreases, program formula calculations, and other adjustments specified in the Funding Agreement.

Section 6 — Buyback. The Gun Lake Tribe may choose to purchase from the IHS any goods and services transferred from the IHS to the Gun Lake Tribe under the Compact and this Funding Agreement. The IHS shall provide any such goods and services to the Gun Lake Tribe on a reimbursable basis, including payment in advance with subsequent adjustment. 42 C.F.R. § 137.95. If applicable, the terms and conditions, including scope of work to be performed, of the goods and services to be provided by IHS to the Gun Lake Tribe through buyback shall be as provided for in Appendix I, which shall not be construed to be part of the Compact or this Funding Agreement.

Section 7 — Amendment or Modification of this Funding Agreement.

7.1 Form of Amendments. Except as otherwise provided in this Funding Agreement, the Compact, or by law, any modifications of this Funding Agreement shall be in the form of a written amendment executed by the Gun Lake Tribe and the United States.

7.2 Due to Addition of IHS Retained or New Programs. Should the Gun Lake Tribe determine that it wishes to add a PSFA to the Funding Agreement which the IHS is currently providing, or a new PSFA which is not included in this Funding Agreement, the IHS and the Gun

FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020

Lake Tribe shall negotiate an amendment to this Funding Agreement to incorporate the retained or new PSFA and related funding.

7.3 Due to Availability of Additional Funding. The Gun Lake Tribe shall be eligible for any increases in funding and new PSFAs for which it would have been eligible had it been administering PSFAs under a self-determination contract, rather than under the Compact and this Funding Agreement, and this Funding Agreement shall be amended to provide for timely payment of such new funds to the Gun Lake Tribe.

7.4 Funding Increases. Amendments to add funds to this Funding Agreement will not require written consent of the Gun Lake Tribe. Within two (2) weeks after any increase in funding is provided to the Gun Lake Tribe, the IHS shall provide the Gun Lake Tribe written documentation of the sub activity source and distribution formula for the funding. The transfer of any increase in funding by the IHS to the Gun Lake Tribe through amendments without the written consent of the Gun Lake Tribe shall not be construed to limit or prejudice the rights of the Gun Lake Tribe to dispute the amount of the increase under section 3.8 of the Compact (Disputes).

7.5 Decreases and Delays. Except as provided by 25 U.S.C. § 5388(d)(1)(C)(ii) and pursuant to section 4.10 (Funding Adjustments Due to Congressional Actions), this Funding Agreement shall not be modified to decrease or delay any funding except pursuant to written agreement of the parties.

7.6 Procedures for Amending or Modifying This Funding Agreement.

7.6.1 Submission of Amendments and Final Offer. Amendments or modification proposed by the Gun Lake Tribe shall be submitted in writing to the Agency Lead Negotiator for the Bemidji Area and the Area Office Director with a copy to the IHS, Office of Tribal Self-Governance. If the parties are unable to agree, in whole or in part, on the terms of the amendment (including funding levels), the Gun Lake Tribe may submit a final offer pursuant to 25 U.S.C. § 5387(b), which shall be processed in accordance with 25 U.S.C. § 5387(b)-(d) and 42 C.F.R. Part 137 Subpart H.

7.6.2 Execution. Amendments to this Funding Agreement may be executed on behalf of the Gun Lake Tribe by the Tribal Chairperson or her/his designee.

Section 8 — Service to Non-Beneficiaries. In accordance with Section 813 of the IHCA, 25 U.S.C. § 1680c, the Gun Lake Tribe may choose to extend services to non-beneficiaries. A Tribal Resolution for service to non-beneficiaries is attached as Appendix J.

Section 9 — Consolidation of Contracts and Previous Funding Agreements. On the effective date of the Compact and this Funding Agreement, the contract(s) listed below and all previous Annual Funding Agreements associated with such contract(s) shall automatically terminate. All funds previously disbursed to the Gun Lake Tribe pursuant to such contract(s) and Annual Funding

**FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020**

Agreements which have not been expended by the Gun Lake Tribe as of the effective date of the Compact and this Funding Agreement shall remain available to the Gun Lake Tribe for expenditure.

- **Title I, P.L. 93-638 Contract Number 239-13-0009 (Oct. 1, 2012).**

Section 10 — Title I Provisions Applicable to This Funding Agreement. As authorized in 25 U.S.C. § 5396(b), the Gun Lake Tribe exercises its option to include the following provisions of Title I of the Act as part of this Funding Agreement, and these provisions shall have the force and effect as if they were set out full in Title V of the Act.

- 10.1** 25 U.S.C. § 5304(e) (definition of “Indian Tribe”);
- 10.2** 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
- 10.3** 25 U.S.C. § 5322(d) (related to duty of IHS to provide technical assistance);
- 10.4** 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
- 10.5** 25 U.S.C. § 5324(o) (storage of patient records);
- 10.6** 25 U.S.C. § 5329(c), section 1(b)(8)(A) (access to reasonably divisible property);
- 10.7** 25 U.S.C. § 5329 (c), section 1(b)(8)(C) (joint use agreements);
- 10.8** 25 U.S.C. § 5329 (c), section 1(b)(8)(D) (acquisition of property);
- 10.9** 25 U.S.C. § 5329 (c), section 1(b)(8)(E) (confiscated or excess property);
- 10.10** 25 U.S.C. § 5329 (c), section 1(b)(F) (screener identification card);
- 10.11** 25 U.S.C. § 5329 (c), section 1(b)(9) (availability of funds);
- 10.12** 25 U.S.C. § 5329 (c), section 1(d)(1)(B) (construction of contract);
- 10.13** 25 U.S.C. § 5329 (c), section 1(d)(2) (good faith);
- 10.14** 25 U.S.C. § 5329 (c), section 1(d)(3) (programs retained);
- 10.15** 25 U.S.C. § 5331 (judicial and administrative remedies).

Section 11 — Severability.

11.1 Except as provided in this section, this Funding Agreement shall not be considered invalid, void or voidable if any section or provision of this Funding Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction

11.2 The parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of this Funding Agreement.

Section 12 — Effective Date and Duration. This Funding Agreement becomes effective on January 1, 2018, and will remain in effect through September 30, 2020 or until a subsequent Funding Agreement is negotiated and becomes effective pursuant to section 3.9 of the Compact (Subsequent Funding Agreements).

**FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020**

Section 13 — Appendices.

Appendix A – Gun Lake Tribe Self-Governance FA Table for FY 2018 Annual
Planning Purposes
Appendix B – Area Tribal Shares Table
Appendix C – HQ Tribal Shares Table
Appendix D – OEHE 4F Tables
Appendix E – ACC: Annual Contract Support Cost Tool [RESERVED]
Appendix F – Direct Contract Support Cost (DCSC) Worksheet [RESERVED]
Appendix G – Indirect-Type Cost Worksheet [RESERVED]
Appendix H – List of Facilities and Locations where Gun Lake Tribe may provide PSFAs
Appendix I – Buy Back Agreement(s) [TO BE COMPLETED IN JANUARY 2018]
Appendix J – Tribal Resolution No. 17-1037 regarding non-beneficiaries
Appendix K – Tribal Resolution No. 17-1057 approving Funding Agreement

///

///

///

///

///

///

///

///

///

///

///

///

///

///

FUNDING AGREEMENT BETWEEN
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN
(GUN LAKE TRIBE)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH SEPTEMBER 30, 2020

UNITED STATES OF AMERICA
SECRETARY OF HEALTH AND HUMAN SERVICES

BY: 
ACTING DIRECTOR, INDIAN HEALTH
SERVICE

DATE: DEC 28 2017

MATCH-E-BE-NASH-SHE-WISH BAND OF
POTTAWATOMI INDIANS OF MICHIGAN

BY: 
SCOTT SPRAGUE, CHAIRPERSON

DATE: 12/21/17

Appendix A

Gun Lake Tribe Self-Governance FA Table for FY 2018 Annual Planning Purposes

SELF-GOVERNANCE FA TABLE

Tribe: Gun Lake Tribe

Compact No. 67G180123

FOR FY 2018 NEGOTIATIONS

January 1, 2018 thru December 31, 2018

SUB-SUB ACTIVITY	PROGRAM			AREA OFFICE TRIBAL SHARES			HEADQUARTERS TRIBAL SHARES			TOTALS		
	FA Amount	Retained Services	Program Total Amount to Be Rec'd	FA Amount	Retained Services	Area Total Amount to Be Rec'd	FA Amount	Retained Services	HQ Total Amount to Be Rec'd	FA Amount	Retained Services	FA Total Amount to Be Rec'd
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Hospitals and Clinics	148,558	(43,260)	105,298	32,309	(5,076)	27,233	-	-	-	180,867	(48,336)	132,531
Dental	10,026	-	10,026	-	-	-	-	-	-	10,026	-	10,026
Mental Health	3,313	-	3,313	-	-	-	-	-	-	3,313	-	3,313
Alcohol/Substance Abuse	37,926	-	37,926	1,201	-	1,201	-	-	-	39,127	-	39,127
Public Health Nursing	3,203	-	3,203	-	-	-	-	-	-	3,203	-	3,203
Health Education	814	-	814	-	-	-	-	-	-	814	-	814
Community Health Reps.	3,866	-	3,866	-	-	-	-	-	-	3,866	-	3,866
Immunizations (AK only)	-	-	-	-	-	-	-	-	-	-	-	-
Direct Operations	-	-	-	-	-	-	-	-	-	-	-	-
Self-Governance	-	-	-	-	-	-	-	-	-	-	-	-
Total, Services	207,706	(43,260)	164,446	33,510	(5,076)	28,434	-	-	-	241,216	(48,336)	192,880
Purchased/Referred Care ¹	393,030	-	393,030	-	-	-	25,828	(12,041)	13,787	418,858	(12,041)	406,817
Environmental Health Support	-	-	-	18,441	(18,441)	-	-	-	-	18,441	(18,441)	-
Facilities Support	-	-	-	1,060	(1,060)	-	-	-	-	1,060	(1,060)	-
Office of Env Health Support	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance and Improvement	-	-	-	10,443	-	10,443	-	-	-	10,443	-	10,443
Equipment	-	-	-	2,298	-	2,298	-	-	-	2,298	-	2,298
Total, Indian Health Facilities	-	-	-	32,242	(19,501)	12,741	-	-	-	32,242	(19,501)	12,741
FY18 CSC-Direct	26,211	-	26,211	-	-	-	-	-	-	26,211	-	26,211
FY18 CSC-Indirect	140,200	-	140,200	-	-	-	-	-	-	140,200	-	140,200
Total, FY18 CSC	166,411	-	166,411	-	-	-	-	-	-	166,411	-	166,411
GRAND TOTAL, FA	767,147	(43,260)	723,887	65,752	(24,577)	41,175	25,828	(12,041)	13,787	858,727	(79,878)	778,849
Remarks:												

Footnote 1: Historically, the IHS Headquarters shares have been funded to the Tribe through Purchased/Referred Care. The funding detail for the sub-sub-activities for these Headquarters shares amount can be found in Appendix C (HQ Tribal Shares Table). The parties agree to discuss this issue further in CY 2018 as part of the continued negotiation on appropriate CSC funding amounts.

Appendix B

Area Tribal Shares Table

TRIBE: GUN LAKE 10/1/2017 - 9/30/18

DATE: 12/20/2017 0:00

BEMIDJI AREA - Pre-Negotiation Sheet

2018 AFA DETAIL BY ACCOUNT

ATTACHMENT A

Prepared by:

BASED ON 2017 APPROPRIATIONS

A	B	C	D	E	F	G	H	I
Item Numbers From Table	AFA SHARES BY AREA ACCOUNT	Sub-Sub	2017 Total Starting Base	2017 Initial Shares	2017 Mandatory Increases	2018 Shares Eligible	2018 Retained Amount	2018 Negotiated Amount
	Health Services Account							
301	Area Director	H/C	400,707	5,294		5,294	0	5,294
302	Program Planning	H/C	72,066	952		952	0	952
304	CMO/OCS Support	H/C	161,851	2,139		2,139	0	2,139
305	Behavioral Health	ASA	90,897	1,201		1,201	0	1,201
306	Recruitment	H/C	88,495	1,169		1,169	0	1,169
307	Non-Contractable	H/C	213,605	5,140		5,140	0	5,140
309	Purchased/Referred Care (PRC)	H/C	76,905	1,016		1,016	0	1,016
310	Executive Officer & Support	H/C	146,846	1,940		1,940	0	1,940
311	Budget	H/C	225,625	2,981		2,981	0	2,981
312	Contracting	H/C	410,501	5,424		5,424	0	5,424
313	Office Services	H/C	89,134	1,178		1,178	0	1,178
314	MIS	H/C	384,200	5,076		5,076	5,076	0
	TOTAL HEALTH SERVICES ACCOUNT		2,360,831	33,510		33,510	5,076	28,434
	AREA OEHE*							
319	Facility Support		166,100	595		595	595	0
320	Environmental Health Support		281,730	2,357		2,357	2,357	0
321	Engineering Services		130,000	465		465	465	0
322	SFC Area		331,430	1,611		1,611	1,611	0
	TOTAL AREA OEHE		909,260	5,028		5,028	5,028	0
	AREA MANAGED*							
	Alcohol Reg. Trtmt. Ctrs.					0		0
326A	OEH Sanitarian (Field)		676,150	6,154		6,154	6,154	0
326B	OEH Sanitarian (District)		169,036	1,414		1,414	1,414	0
327	SFC Field OEH Engineer		1,660,858	6,905		6,905	6,905	0
328	M&I out of pool		2,329,797	10,443		10,443	0	10,443
328A	Equipment		824,369	2,298		2,298	0	2,298
	TOTAL AREA MANAGED		5,660,210	27,214		27,214	14,473	12,741
	TRIBES OPERATING UNIT		2017	2017	2017	2018	2018	2018
	BASE FUNDING		Base	Base	Increases	Eligible	BuyBack	Negotiated
	Hospitals & Clinics ^{1/}	H/C	99,600,119	148,558	0	148,558	43,260	105,298
	Dental	DEN	4,261,406	10,026	0	10,026	0	10,026
	Mental Health	M/H	2,241,468	3,313	0	3,313	0	3,313
	Alcohol/Substance Abuse	ASA	10,005,016	37,926	0	37,926	0	37,926
	Public Health Nursing	PHN	2,156,511	3,203	0	3,203	0	3,203
	Health Education	HE	617,714	814	0	814	0	814
	Community Health Reps.	CHR	4,733,570	3,866	0	3,866	0	3,866
	Purchased/Referred Care (PRC)	CHS	66,918,867	393,030	0	393,030	0	393,030
	Direct Contract Support Costs	DCSC	16,045,488	26,211	0	26,211	0	26,211
	Indirect Contract Support Costs ^{2/}	IDCSC	18,896,113	140,200	0	140,200	0	140,200
341	Environmental Health	OEH	33,000		0	0	0	0
	TRIBE BASE TOTAL		225,509,272	767,147	0	767,147	43,260	723,887
	TOTAL BEMIDJI AREA		234,439,573	832,899	0	832,899	67,837	765,062
1/	Buy Back Service						BuyBack	
	Bio-Med					5,350	5,350	
	Health Information Management (HIM)					6,806	6,806	
	VistA Imaging (VistA)					8,791	0	
	Supports Clinical Applications Coordinator (CAC)					5,526	5,526	
	Supports Business Office Coordinator (BOC)					5,562	5,562	
	Meaningful Use					7,188	7,188	
	Pharmacy CAC					12,828	12,828	
	Total Buy Back Service					52,051	43,260	
	GRAND TOTAL			\$832,899	\$0	\$832,899	\$67,837	\$765,062
							HQ Shares	\$13,787
								\$778,849

1/ Withheld Pursuant to 25 U.S.C. § 458aaa-7(e) and (f) and 42 C.F.R. § 137.95 for buyback services.

2/ Indirect Contract Support Costs (IDC) are nonrecurring, must be justified annually, and can only be used for IDC.

* OEHE funds are based on workload and change each year

Appendix C

HQ Tribal Shares Table

Table #4
HQ PFSA's for FY 2018 TSA and Program Formula Lines
\$ in Pool, Eligible Shares, and Prior Payment
Based on FY2017 IHS Appropriation

GUN LAKE				Shares Allocable to AF/ Eligible for 2018						
				\$0		\$25,828				
GUN LAKE				\$ in Pool	Eligible	Paid in	Elig. In	Leave	Due	
				TSA+PF	Shares	0	0	0	0	
				TSA	PF	BB				
Hospitals & Clinics										
101	Emergency Fund		X			\$0	\$14,265	\$14,535	\$8,922	\$5,613
104	Inter-Agency Agreements					\$0		\$0	0	0
105	Management Initiatives		X			\$0		\$0	0	0
106	A.C.O.G. Contract	X				26		26	0	26
107	H.P/D.P. Initiatives	X	X			459		459	0	459
110	N.E.C.I.	X				298		298	0	298
111	Nurse Initiatives	X				345		345	0	345
112	Nursing Costeps	X				174		174	0	174
113	Chief Clinical Consultant	X				75		75	0	75
115	Emergency Medical Svcs	X				125		125	0	125
117	Tradional Advocacy Program	X				27		27	0	27
118	Research Projects	X				344		344	0	344
119	A.A.I.P. Contract	X				7		7	0	7
120	Clinical Support Center-Phoenix	X				467		467	0	467
121	Costeps-Non Physicians	X				22		22	0	22
123	Physician Residency	X				74		74	0	74
124	Recruitment/Retention	X				552		552	0	552
125	U.S.U.H.S., etc	X				822		823	0	823
126	D.I.R. Support Fund	X				6,696		6,694	6,694	0
127	Evaluation	X				286		286	0	286
128	National Indian Health Board	X				123		123	0	123
129	Albug/HQ Administration	X				239		240	0	240
130	Nutrition Training Center	X				93		93	0	93
131	Diabetes Program-Albuq/HQ	X				346		347	0	347
132	Cancer Prevention-Albuq/HQ	X				193		193	0	193
133	Health Records	X				37		37	0	37
134	AIDS Program	X				114		114	0	114
135	Handicapped Children	X				93		93	0	93
137	National DIR Support-Albuq/HQ	X				2,228		2,228	2,228	0
154	Prescription Drug-Monitoring							269	0	269
DENTAL HEALTH						\$0	\$662	\$453	\$0	\$453
201	IHS Dental Program	X				0	662	453	0	453
202	IHS Dental Program-PgmFormu		X							
MENTAL HEALTH						\$0	\$603	\$603	\$0	\$603
301	Technical Assistance	X				-	407	407	0	407
302	C.M.I. Grants	X				-	167	167	0	167
303	National Conference	X				-	29	29	0	29
ALCOHOL/SUB. ABUSE						\$0	\$1,009	\$1,058	\$0	\$1,058
401	Clinical Advocacy	X				-	795	833	0	833
402	Collaborative Initiatives	X				-	214	225	0	225
PURCHASED/REFERRED CARE						\$0	\$873	\$879	\$0	\$879
504	P.R.C. Reserve & Undistributed	X				0	873	879	0	879
Page 1 of 2										
GUN LAKE						Eligible	Paid in	Elig. In	Leave	Due
						Shares	0	0	0	0
PUBLIC HEALTH NURSING						\$0	\$251	\$253	\$0	\$253
601	Preventive Health Initiatives	X				-	251	253	0	253
602	Preventive Health Initiatives-PgmFor		X			0	0	0	0	0
HEALTH EDUCATION						\$0	\$303	\$305	\$0	\$305

701	IHS Health Education Program	X			-	303	305	0	305
CHR					\$0	\$630	\$638	\$0	\$638
801	IHS CHR Program	X			-	630	638	0	638
DIRECT OPERATIONS					\$0	\$4,416	\$4,640	\$726	\$3,914
1301	Direct Operations-Rockville	X			0	4,416	4,425	726	3,699
1302	Direct Operations-Dental						215		215
FACILITIES & ENVR.HLTH.S					\$0	\$0	\$2,464	\$2,393	\$71
2401	San.Facilities Constr.Support		X		0	0	726	726	0
2402	Environ.Health Services Support		X		0	0	1,606	1,606	0
2403	Facilities & Realty Support		X		0	0	20	20	0
2404	Facilities Engineering Support		X		0	0	112	41	71
2405	Engineering Services Support		X		0	0	0	0	0
OTHER:									

Total Shares
\$0

Eligible for 2018
\$25,828

REVISED TOTAL

\$12,041	\$13,787
----------	----------

The IHS negotiator must pro-rate shares due if: 1) the AFA does not manage 100% of PFSA, and/or 2) the period is not a full year,

Tribal Size Adjustment (TSA) LINES: The amount shown in the Shares column was determined by the TSA formula in April 1997 (FY 1997 budget). Increases and/or decreases are made annually in proportion to the changes in appropriations for the budget sub-activity which are individually applied during budget execution upon receipt of new appropriations.

PROGRAM FORMULA (PF) LINES: The amounts shown in the Shares column is determined annually by separate program formula. In many program formula lines, results differ from year to year. If zero shares appear at negotiations, the AFA may qualify for a portion of program formula funds later in the FY. The Facilities and Environmental Health Support, line 2401 -2405, are recomputed annually with program formula - Table 4F.

BASE BUDGET (BB) COLUMN: Stable funding level over a multi-year period to operate IHS PFSA's under Title V Compact

Appendix D

OEHE 4F Tables

Gun Lake

Title: I

		Area				Headquarters						
		FY-2017	FY-2018	FY-2018				FY-2017	FY-2018	FY-2018	FY-2018	
Activity Description		Actual	Available	Negotiated	Base Thru	Share Factor	Actual	Av 106a	Calcul	Negot	Base Thru	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
	1	Routine M&I IHS owned Facility										
	2	Routine M&I Tribally owned Facility										
	3	Project M&I IHS owned Facility										
	4	Project M&I Tribally owned Facility	10,575	13,237	8,340							
	a	Subtotal Non-base (26)	10,575	13,237	8,340							
	b	Subtotal base (26)										
2100		Total M&I (26)	10,575	13,237	8,340							
	5	M&I Environmental Remediation Projects					Calculated on line 2405a					
2200	9	Sanitation Facilities (P.L. 86-121 Projs) (00)	Available through amendment process					Available with accepted proposal				
2300	10	Health Care Facilities (NEW) (00)					With line item construction project					
		Facilities and Environ Health Support (2400)										
		Environ Health Support Account (EHSA)										
	11	San Fac Constr (SFC) Support -Proj Related	0	11,007	0							
	12	AO SFC Program Mgmt - Proj Related										
	13	SFC Support - Non-project Related	0	2,588	0							
	14	AO SFC Program Management-Non-project Related										
	15	Other:										
	a	Subtotal Non-Base (27)	0	13,575	0							
	b	Subtotal Base (27)										
	c	Subtot HQ-OEHE Support -SFC Non-Base (29)					0.0535	0	726.2625		0	
	d	Subtotal HQ-OEHE Support -SFC Base (29)						0	0		0	
2401		Total HQ-OEHE Support - SFC Related (29)						0	726.2625		0	
	16	Environ Health Services - Basic Program	0	30,017	0							
	17	Environ Health Services - Institutional Hlth										
	18	Environ Health Services - Injury Prevention										
	19	AO Environmental Health Services Support										
	20	Other: Recurring Base	0	0	0							
	a	Subtotal Non-Base (27)	0	30,017	0							
	b	Subtotal Base (27)										
	c	Subtot HQ-OEHE Support EHS Non-Base (29)					0.0535	0	1,606		0	
	d	Subtotal HQ-OEHE Support EHS Base (29)						0	0		0	
2402		Total HQ-OEHE Support - EHS Related (29)						0	1,606		0	
		Facilities Support Account (FSA)										
	31	Service Unit Operations										
	32	Biomedical										
	33	AO FSA Support	0	750	0							
	34	AO Real Property Support										
	35	AO Biomedical Program										
	36	M&I Engineering Support	0	465	0							
	37	Other:										
		Total FSA (28)	0	1,215	0							
2403		HQ Facilities and Real Property Support										
	a	Total HQ - OEHE Support - FSA Related (29)					0.0165	0	20		0	
	b	Property (based on net # of bldgs transferred to tribe) (29)					214.38	0	0	0	0	
2404		Facilities Planning and Construction Support										
		Engineering Services Support										
	a	M&I Contracting Services (29)					0.0085	0	112		71	
	b	New Health Care Facilities (29)										
		TOTAL Facilities and Environ Support (29)	0	44,807	0			0	2,444		71	
		Equipment Replacement (01)	2,641	2,641	2,298							
		SubTotal (Non-Base)	13,216	60,685	10,638			0	2,464		71	
		SubTotal (Base Budget Pilot)	0	0	0			0	0		0	
		GRAND TOTAL	13,216	60,685	10,638			0	2,464		71	

APPENDIX E – RESERVED FOR ACC TOOL

**APPENDIX F – RESERVED FOR DIRECT CONTRACT SUPPORT COST (DCSC)
WORKSHEET**

APPENDIX G – RESERVED FOR INDIRECT TYPE COSTS

Appendix H
To Funding Agreement Between
Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan
(Gun Lake Tribe) and
Secretary of Health of Human Services

List of Locations where the Gun Lake Tribe may provide PSFAs

The Gun Lake Tribe may provide PSFAs at the following venues and locations, in addition to other venues and locations that the Tribe may determine:

Tribal Administration:	2872 Mission Drive	Shelbyville, MI
Health & Human Services:	2880 Mission Drive	Shelbyville, MI
Public Works:	2848 Mno Bmadzewen Drive	Shelbyville, MI
Public Safety:	2869 Mno Bmadzewen Drive	Shelbyville, MI
Tribal Court:	2873 Mno Bmadzewen Drive	Shelbyville, MI
Language/Culture & Jijak Foundation:	2044 126 th Avenue	Hopkins, MI
Luella Collins Community Center:	419 126 th Avenue	Shelbyville, MI
Gun Lake Tribal Gaming Authority:	1123 129 th Avenue	Wayland, MI
Gun Lake Tribal Housing Authority:	2757-2798 Bode'wadmi Trail	Shelbyville,, MI

Wayland Schools:

Baker Elementary	507 W Sycamore Street	Wayland, MI
Dorr Elementary	4159 18 th Street	Dorr,, MI
Steeby Elementary	435 E Superior Street	Wayland, MI
Pine Street Elementary	201 Pine Street	Wayland, MI
Wayland Union Middle School	701 Wildcat Drive	Wayland, MI
Wayland Union High School	870 E Superior Street	Wayland, MI

Hopkins Schools:

Hopkins Elementary	400 Clark Street	Hopkins, MI
Sycamore Elementary	2163 142 nd Avenue	Dorr, MI
Hopkins Middle School	215 Clark Street	Hopkins, MI
Hopkins High School	333 Clark Street	Hopkins, MI

Allegan Public Schools:

Allegan High School	1560 M-40 North	Allegan, MI
Allegan Alternate High School	550 Fifth Street	Allegan, MI
West Ward Elementary School	630 Vernon Street	Allegan, MI
Dawson Elementary School	125 Elm Street	Allegan, MI
Pine Trails Elementary School	2950 Center Street	Allegan, MI
Outlook Academy	2879 116 th Avenue	Allegan, MI

APPENDIX I – RESERVED FOR BUY BACK AGREEMENT

Appendix J

Tribal Resolution No. 17-1037 regarding non-beneficiaries



**Match-E-Be-Nash-She-Wish
Band of Pottawatomi Indians
GUN LAKE TRIBE**

Federally Recognized
August 23, 1999

County Service Areas:
Allegan, Barry, Kalamazoo,
Kent, and Ottawa

**RESOLUTION 17-1037
OF THE MATCH-E-BE-NASH-SHE-WISH BAND
OF POTTAWATOMI INDIANS**

**A RESOLUTION TO PROVIDE HEALTH CARE SERVICES TO NON-
BENEFICIARIES**

WHEREAS, The Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan (hereinafter the "Tribe") is a federally recognized Indian Tribe organized pursuant to a Constitution approved by the Tribal Membership on June 19, 2000; and

WHEREAS, The Governing Body of the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan is the Tribal Council; and

WHEREAS, The Tribal Council of the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan is authorized pursuant to the Article VII, Section 1(l) of the Tribal Constitution to enact resolutions or ordinances; and

WHEREAS, Pursuant to Art. VII, Section 1(d) of the Constitution, the Tribal Council has the power to arrange all economic affairs and enterprises of the Tribe; and

WHEREAS, Pursuant to Art. VII, Section 1(q) of the Constitution, the Tribal Council has the power to regulate Tribal commerce within the jurisdictional boundaries of the Tribe; and

WHEREAS, the Tribe carries out the programs, services, functions, and activities ("PSFAs") of the Indian Health Service ("IHS") pursuant to an agreement under the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301 *et seq.* ("ISDEAA"); and

WHEREAS, The Tribe is pursuing multiple strategies to improve and expand its health program to better meet the needs of our community; and

WHEREAS, Section 813 of the Indian Health Care Improvement Act ("IHCIA"), as amended, 25 U.S.C. § 1680c, authorizes the governing body of a tribe carrying out health services of the IHS under the ISDEAA to determine whether health services should be provided under the tribe's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" (non-beneficiaries); and

WHEREAS, Section 813 further provides that in making such a determination, the governing body of the tribe shall “take into account” whether the provision of health care services to such individuals will result in the denial or diminution of health services to American Indians; and

WHEREAS, The Tribal Council has carefully considered the factors identified in Section 813; and

WHEREAS, Services to non-beneficiaries make up a manageable percentage of the persons receiving care from the Tribe service providers and increase the economic viability of expanding services for beneficiaries, the Tribal Council has determined that services provided to non-beneficiaries by the Tribe’s providers will not result in the denial or diminution of services to IHS beneficiaries; and

WHEREAS, The Tribal Council has determined that Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c(c)(2), is satisfied.

NOW, THEREFORE, BE IT RESOLVED that the Tribal Council of the Match-E-Be-Nash-She-Wish Band of Pottawatomí Indians authorizes the extension of the full range of health care services including, but not limited to, primary, emergency, and behavioral health services to non-beneficiaries by the Tribe; and

BE IT FURTHER RESOLVED that the Health Director, or his or her designee, is authorized and is directed to limit or eliminate access to such health services by non-beneficiaries should provision of such services diminish the provision of health services to beneficiaries of the IHS, provided that the Health Director provide notice, through periodic reports or other means, regarding any changes to the extent of services provided to non-beneficiaries; and

BE IT FURTHER RESOLVED, this resolution shall remain in effect until such time as rescinded or superseded by further Tribal Council action; and

BE IT FURTHER RESOLVED, this resolution supersedes and replaces Resolution 16-978A only with respect to services provided to non-beneficiaries, and does not supersede any of the provides relating to other matters (such as submission of the Annual Funding Agreement).

CERTIFICATION

We, the undersigned duly elected officials of the Match-E-Be-Nash-Shc-Wish Band of Pottawatomi Indians, do hereby certify that on August 24, 2017 the foregoing Resolution was adopted at a duly called meeting of the Tribal Council with a quorum present by a vote of 6 for; 0 against; 1 abstaining; and 0 absent.


CHAIRMAN

8/24/17
DATED


SECRETARY

8/24/17
DATED

Appendix K

Tribal Resolution No. 17-1057 approving Funding Agreement



**Match-E-Be-Nash-She-Wish
Band of Pottawatomi Indians
GUN LAKE TRIBE**

Federally Recognized
August 23, 1999

County Service Areas:
Allegan, Barry, Kalamazoo,
Kent, and Ottawa

**RESOLUTION 17 - 1057
OF THE MATCH-E-BE-NASH-SHE-WISH BAND
OF POTTAWATOMI INDIANS**

**ACCEPTING TITLE V SELF-GOVERNANCE COMPACT AND MULTI-YEAR
FUNDING AGREEMENT**

WHEREAS, The Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan (hereinafter the "Tribe") is a federally recognized Indian Tribe organized pursuant to a Constitution approved by the Tribal Membership on June 19, 2000; and

WHEREAS, The Governing Body of the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan is the Tribal Council; and

WHEREAS, The Tribal Council of the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan is authorized pursuant to the Article VII, Section 1(l) of the Tribal Constitution to enact resolutions or ordinances; and

WHEREAS, the Tribal Council is authorized by the Tribes Constitution pursuant to Article VII to act and exercise tribal authority on behalf of the Gun Lake Tribe; and

WHEREAS, the Gun Lake Tribe has carried out the programs, services, functions, and activities (PSFAs) of the Indian Health Service pursuant to a contract and funding agreement entered into under Title I of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301 et seq. (ISDEAA); and

WHEREAS, the Gun Lake Tribe has been pursuing multiple strategies to improve and expand its health program to better meet the needs of our community under a new Title V Compact and Funding Agreement; and

WHEREAS, the Gun Lake Tribe has completed negotiations with the Indian Health Service, acting on behalf of the Secretary of Health and Human Services to transfer all previous and new and expanded PSFAs to a Compact and Funding Agreement entered into under Title V of the ISDEAA;

WHEREAS, the Tribal Council has reviewed the most recent draft Title V Compact and Funding Agreement;

THEREFORE, BE IT RESOLVED that the Gun Lake Tribal Council approves entering into a Title V Compact and Funding Agreement with the Indian Health Service; and

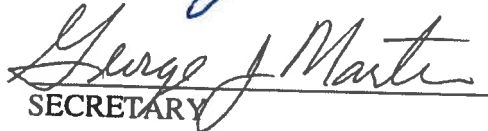
BE IT FURTHER RESOLVED, the Tribal Council authorizes Chairman (or his designee) to complete negotiations and execute the final documents for entering into a Title V Compact and Funding Agreement with the Secretary of Health and Human Services to carry out PSFAs of the Indian Health Service.

CERTIFICATION

We, the undersigned duly elected officials of the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians, do hereby certify that on December 14, 2017, the foregoing Resolution was adopted at a duly called meeting of the Tribal Council with a quorum present by a vote of 6 for; 0 against; 1 abstaining; and 0 absent.


CHAIRMAN

12/14/17
DATED


SECRETARY

12/14/17
DATED

COMPACT
BETWEEN
THE HO-CHUNK NATION
AND THE
UNITED STATES OF AMERICA

HO-CHUNK NATION
COMPACT
TABLE OF CONTENTS

TITLE	1
TABLE OF CONTENTS	2
PREAMBLE	4
ARTICLE I – Authority and Purpose	4
Section 1 Authority	4
Section 2 Purpose	4
Section 3 Tribal Law and Forums	5
Section 4 Access to Training and Technical Assistance	5
ARTICLE II – Terms, Provisions and Conditions	6
Section 1 Term	6
Section 2 Effective Date	6
Section 3 Funding Amount	6
Section 4 Payment	6
Section 5 Reports to Congress	7
Section 6 Audits	7
Section 7 Records	8
Section 8 Property	8
Section 9 Regulatory Authority	9
Section 10 Disputes	9
Section 11 Retrocession	10
Section 12 Subsequent Funding Agreements	10
Section 13 Health Status Reports	10
Section 14 Transportation and Other Supply Sources.....	11
Section 15 Limitation of Costs	11
Section 16 Consolidation with Other Programs	11
ARTICLE III – Obligations of The Nation	11
Section 1 Consolidation	11
Section 2 Compact Programs	12
Section 3 Eligibility for Services	12
Section 4 Reallocation, Redesign, and Consolidation	12
Section 5 Program Income, Including Medicare/Medicaid	12
Section 6 Carry-Over	12
Section 7 Administrative Procedures	12
Section 8 Matching Funds	12

ARTICLE IV – Obligations of the United States	13
Section 1 Trust Responsibility	13
Section 2 Amount of Funds	13
Section 2 Programs Retained	13
Section 3 Financial and Other Information	13
Section 4 Savings	14
ARTICLE V – Other Provisions	14
Section 1 Designated Officials	14
Section 2 Indian Preference in Employment, Contracting and Sub-Contracting	14
Section 3 Federal Tort Claims Act Coverage; Insurance	14
Section 4 Compact Modifications or Amendments	15
Section 5 Construction Activities	15
Section 6 Officials Not To Benefit	15
Section 7 Covenant Against Contingent Fees	15
Section 8 Penalties	15
Section 9 Use of Federal Employees	15
Section 10 Extraordinary or Unforeseen Events	16
Section 11 Mature Contract Status Upon Compact Termination	16
Section 12 Contracting Rights	16
Section 13 Sovereign Immunity	16
Section 14 Interpretation of Federal Law	16
Section 15 Inadequacy of Program Funding	16
Section 16 Effect on Non-Participating Tribes	17
Section 17 Severability	17
Section 18 Applicability of Title I Provisions	17
Section 19 Purchases from the Indian Health Service	17
Section 20 Inclusion of Grants	17
Section 21 Reassumption	17
ARTICLE VI – Attachments	18
Section 1 Approval of Compact	18
Section 2 Funding Agreements	18
ARTICLE VII – Counterpart Signatures	19

COMPACT OF SELF GOVERNANCE
BETWEEN
THE HO-CHUNK NATION
AND
THE UNITED STATES OF AMERICA
PREAMBLE

WHEREAS, The Ho-Chunk Nation (“Nation”) is a federally recognized American Indian Tribe and the Ho-Chunk Nation Legislature is the duly recognized governing body of the Nation, and

WHEREAS, it is the policy of the United States to support tribal Self-Governance and it is the desire and intent of the Nation to administer the resources and programs provided by the Indian Health Service (“IHS”) as authorized under 25 U.S.C. §§ 5381-99, P.L. 93-638 and P.L. 106-260, Title V of the Indian Self-Determination and Education Assistance Act, as amended, (“ISDEAA”), and other applicable federal laws and regulations, and

NOW THEREFORE, The Director of IHS, acting for the Secretary of Health and Human Services, and the Nation hereby mutually agree to enter into a government-to-government Agreement for the delivery of health services.

ARTICLE I
AUTHORITY AND PURPOSE

Section 1 – Authority. This Compact, which is authorized by Title V of the ISDEAA, is hereby entered into by the Secretary of Health and Human Services for the United States of America (“Secretary”), with delegated authority to the IHS Director (“Director”), and the Nation. The Director by signing this compact commits the Secretary to the extent and within the scope of the Secretary’s delegation of authority to enter into Compacts and Funding Agreements (“FA”) pursuant to Title V of the ISDEAA or as otherwise authorized.

Section 2 – Purpose. This Compact shall be liberally construed to achieve its purposes:

- (a) This Compact is to carry out the IHS Tribal Self-Governance Program authorized by Title V of the ISDEAA, and is intended to transfer to the Nation, at the Nation’s request, the power to decide how federal programs, services, functions and activities (“PSFA”) (or portions thereof) shall be carried out. Title V of the ISDEAA is meant to strengthen the government-to-

government relationship and to uphold the United States trust responsibility. This Compact encourages innovation in order to determine how to improve this government-to-government relationship and promote the autonomy of the Nation in the realm of health care.

- (b) This Compact enables the Nation to redesign the health PSFAs of the IHS to better fit the needs of the Nation: to allocate and reallocate funds to provide and enhance PSFAs according to the priorities of the Nation; to enhance the effectiveness and long-term financial stability of the Nation; and to streamline the federal IHS bureaucracy.
- (c) This Compact enables the United States to maintain and improve its unique and continuing relationship with and responsibility to the Nation through Tribal Self-Governance and to permit an orderly transition from federal domination of programs and responsibility for providing the PSFAs of the IHS specified in the FA to the Nation. This Compact allows the Nation to exercise meaningful authority to plan, conduct, and administer PSFAs to meet the health care needs of eligible individuals. In fulfilling its responsibilities under the Compact, the Secretary hereby pledges that the IHS will conduct all relations with the Nation on a government-to-government basis and in good faith.

Section 3 – Tribal Law. To the extent that applicable Federal Law, construed in accordance with the applicable canons of construction and Title V of the ISDEAA, as amended, is not inconsistent, the duly enacted laws of the Nation shall be applied in the performance of the Compact and any FA negotiated thereunder and the powers and decisions of the Tribal Legislature shall be respected.

This provision shall not be construed as a waiver of sovereign immunity of the United States or the Nation and shall not apply to, nor shall it in any way be interpreted to provide application of Tribal law or Tribal Legislative jurisdiction over disputes between the Secretary and the Nation.

This provision shall govern disputes between Tribal members, or other persons, and the Nation regarding services delivery, personnel management, or compliance with applicable Tribal laws through the Nation's appropriate administrative and judicial processes, except that tort claims arising from actions authorized under the Compact will be covered pursuant to the Federal Tort Claims Act, as permitted by Federal law, and, as more fully addressed at Article V, Section 3 of this Compact.

Section 4 – Access to Training and Technical Assistance. To the extent IHS retains, as part of its PSFAs, the provision of training and technical assistance to ISDEAA Contractors; to other Compact Indian Tribes; or to IHS service providers, the Nation shall have access to and the right to benefit from those services on the same basis as those other Indian Tribes or IHS service

providers, and associated Federal Government Employees provided that if the training and technical assistance has been transferred to the Nation as part of its tribal shares, IHS will provide it to the Nation on a cost-reimbursement basis and subject to availability. Nothing in this Compact shall be construed to prevent the Nation or its staff from attending IHS-sponsored seminars, workshops or continuing medical education (CME) programs on the same terms as other non-Compact Indian Tribes or IHS service providers.

ARTICLE II

TERMS, PROVISIONS AND CONDITIONS

Section 1 – Term. The Term of this Compact shall begin when it is signed by the Nation and the Director and shall extend thereafter throughout the period authorized by Title V of the ISDEAA, and any subsequent amendment thereto. It shall remain in effect for so long as permitted by federal law or until terminated by mutual written agreement, retrocession, or reassumption pursuant to Section 504 of Title V of the ISDEAA, 25 U.S.C. § 5384(d).

Section 2 – Effective Date.

- (a) Once this Compact is approved and signed by the Nation and the Director, it shall be effective when signed.
- (b) Each FA and any subsequent FA of the Nation is deemed to be incorporated, as negotiated, by reference into this Compact and shall be attached as Exhibit B to this Compact. In the event of inconsistency between the Compact and any FA, the provisions of the Compact shall prevail.

Section 3 – Funding Amount. Subject only to the appropriation of funds by the Congress of the United States and in accordance with Section 508 of Title V of the ISDEAA, 25 U.S.C. § 5388, the Secretary shall provide the total amounts specified in the Nation's FAs.

Section 4 – Payment.

- (a) **Payment Schedule.** Payments shall be made expeditiously and shall include financial arrangements to cover funding during periods under continuing resolutions to the extent permitted by such resolutions. For each calendar year covered by the Compact, the Secretary shall make available the funds specified for that calendar year under the FA by paying the respective total amounts provided for in the FA in a lump sum, as permitted by law. The first payment shall be made not later than ten (10) days after the beginning of the calendar year, or if full appropriations are not enacted prior to the beginning of the calendar year, on or before ten (10) days after the date on which the Office of Management and Budget apportions the appropriations to the Department of Health and Human Services ("DHHS") for that fiscal year for

the PSFAs subject to the Compact. Pursuant to 25 U.S.C. § 5388(g), the Prompt Payment Act, Chapter 39 of Title 31, United States Code, shall apply to the payment of funds due under this Compact and to any FA negotiated thereunder.

- (b) **Interest on Advances.** The Nation shall be permitted to retain interest earned on funds paid under this Compact. Interest earned on advances shall not diminish the amount of funds the Nation is authorized to receive under its FA in the year earned or in any subsequent fiscal year. All funds transferred under FAs pursuant to this Compact shall be managed using the prudent investment standard pursuant to Section 508 of Title V of the ISDEAA, 25 U.S.C. § 5388(h) and its implementing regulations.

Section 5 – Reports to Congress. In accordance with Section 514 of Title V of the ISDEAA, 25 U.S.C. § 5394, the Secretary shall submit to the Senate Committee on Indian Affairs and the House Resources Committee a written report on the administration of Title V of the ISDEAA. The contents of each report shall comply with Section 514(b) of Title V of the ISDEAA, 25 U.S.C. § 5394(b). In compiling the report, the Secretary may not impose any reporting requirements on the Nation not otherwise provided in Title V of the ISDEAA. The Secretary shall provide the Nation with a draft of each report required to be submitted to Congress under this provision for a thirty (30) day comment period prior to the submission of the report to Congress so that the Nation may comment on the report. The Secretary shall include the Nation's comments in the final report to Congress.

Section 6 – Audits.

- (a) In accordance with 42 C.F.R. §§ 137.165 to 137.173, the Nation shall send the annual single organization-wide audit as prescribed by the Single Audit Act of 1984, 31 U.S.C. § 7501, et seq., to the Single Audit Clearing House in Jefferson, IN, and shall adhere to generally accepted accounting principles and the applicable Circulars of the Office of Management and Budget ("OMB").
- (b) The Nation shall apply cost principles under the applicable OMB Uniform Grant Guidance, except as modified in the Single Audit Act, which is adopted by DHHS at 45 C.F.R. Part 75 and hereby incorporated into this Compact, or by any exemptions subsequently granted by OMB. The Secretary shall require no other audit or accounting standards. As set forth in Section 506 of the ISDEAA, 25 U.S.C. § 5386(c)(2), any claim by the Federal Government against the Nation relating to funds received under the FA based on any audit under this Section shall be subject to the provisions of 25 U.S.C. § 5325(f).

Section 7 – Records.

- (a) The Nation's records are not to be considered federal agency records for the purposes of the Freedom of Information Act, 5 U.S.C. § 552, but the Nation will comply with the procedures related to confidentiality of medical and financial records set forth in the Privacy Act of 1974, 5 U.S.C. § 552a and the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191.
- (b) At the Nation's option and pursuant to Section 506 of the ISDEAA, 25 U.S.C. § 5386(d)(1), medical records generated by the Nation shall be deemed federal records for the limited purpose of making them eligible for storage in Federal Records Centers consistent with the provisions of Section 105(o)(1) of Title I of the ISDEAA, 25 U.S.C. § 5324(o)(1).

Section 8 – Property.

- (a) In General. Section 512(c) of Title V of the ISDEAA, 25 U.S.C. § 5392(c) and § 1(b)(8) of the Model Agreement set forth in Section 108 of Title I of the ISDEAA, 25 U.S.C. § 5329(c), as amended, are hereby incorporated into this Compact. The Secretary may make available federally owned "real property" including lands, buildings, facilities and structures and personal property that the Secretary has used to provide or administer the PFSA's covered by this Compact. A mutually agreed upon list specifying the property, facilities, and equipment so furnished shall also be prepared by the Secretary, with the concurrence of the Nation.
- (b) Records. The Nation shall maintain a record of all property referenced in subparagraph (a) or other property acquired by the Nation under this section for purposes of replacement.
- (c) Joint Use Agreements. Upon the request of the Nation, the Secretary and the Nation shall enter into a separate joint use agreement to address the shared use by the parties of real or personal property that is not reasonably divisible.
- (d) Acquisition of Property. In accordance with Section 512(c)(3) of Title V of the ISDEAA, 25 U.S.C. § 5392(c)(3), the Secretary shall acquire such excess property for donation to the Nation as the Secretary may determine to be appropriate to support the PSFAs operated pursuant to this Compact.
- (e) Confiscated or Excess Property. The Secretary shall assist the Nation to obtain such confiscated or excess property as may become available to Tribes, Tribal organizations, or local governments.
- (f) Screener Identification Card. Within 30 days after the Nation identifies a designated representative for the purposes of this sub-section, the Nation shall be issued a sponsorship letter by the IHS or other necessary document to screen excess property of the GSA or other federal agencies

- (g) Capital Equipment. The Nation shall determine the capital equipment, leases, rentals, property, or services it requires to perform the obligations under this Compact, and shall acquire and maintain records of such capital equipment, property rentals, leases, property, or services through applicable procurement procedures of the Nation.
- (h) Leases. As set forth in Section 105(l) of Title I of the ISDEAA, 25 U.S.C. § 5324(l) and in accordance with 25 C.F.R. Part 900, Subpart H, upon the request of the Nation, the Secretary shall enter into a lease with the Nation for a facility that the Nation holds title to, a leasehold interest in, or a trust interest in, and that is used by the Nation for the administration and delivery of services under the ISDEAA.

Section 9 – Regulatory Authority. The Secretary and the Nation agree to utilize the following procedures governing the establishment and application of program rules and regulations under this Compact:

- (a) Program Rules. In accordance with Section 517(e) of Title V of the ISDEAA, 25 U.S.C. § 5397(e), the Nation shall not be subject to any agency circular, policy, manual, guidance, or rule adopted by the IHS, unless expressly agreed to by the Nation in the Compact or FA, except for the eligibility provisions of Section 105(g) of Title I of the ISDEAA, 25 U.S.C. § 5324(g) and regulations promulgated under Section 517 of Title V of the ISDEAA, 25 U.S.C. § 5397.
- (b) Federal Regulations.
 - 1. Upon the request by the Nation, the Secretary and the Nation will seek to identify federal regulations promulgated under Section 517 of Title V of the ISDEAA, 25 U.S.C. § 5397 or § 5392(b), that may require waiver in order to effectively carry out this Compact or any FAs.
 - 2. Waivers of regulations shall be submitted and addressed in accordance with the procedures set forth in Section 512(b) of Title V of the ISDEAA, 25 U.S.C. § 5392(b).

Section 10 – Disputes.

- (a) In the event the IHS and the Nation are unable to agree only during negotiations for the Compact and/or Funding Agreement, in whole or in part, on the terms of the compact or funding agreement (including funding levels), the Nation may notify the IHS in writing of its final offer. The final offer shall be processed in accordance with 25 U.S.C. § 5387(b)-(d)
- (b) All disputes between the IHS and the Nation under this Compact and the associated Funding Agreement shall be subject to Title V and the provisions of Section 110 of Title I of the ISDEAA, 25 U.S.C. § 5331, and all remedies provided for therein shall be available to the Nation under this Compact.

Actions and proceedings to enforce the Nation's rights and the Secretary's obligations under this Compact shall be subject to the Equal Access to Justice Act and the ISDEAA.

- (c) In the alternative, the IHS and the Nation may use the process authorized and encouraged in the Administrative Dispute Resolutions Act, 5 U.S.C. § 571, for more informal resolution of disputes arising under this Compact and applicable FAs.

Section 11 – Retrocession. The retrocession provisions of Section 506(f) of Title V of the ISDEAA, 25 U.S.C. § 5386(f), shall apply if the Nation decides to retrocede a portion or all of the PSFAs contained in an FA.

Section 12 – Subsequent Funding Agreements.

- (a) Negotiations for subsequent respective FAs, as provided for in Article VI, Section 2, shall begin no later than 120 days in advance of the conclusion of the preceding FA. The Nation is hereby assured that the amount of funds required by Section 106(a) shall only be reduced pursuant to the provisions of Section 508(d) of Title V of the ISDEAA, 25 U.S.C. § 5388(d)(1)(C). The Secretary agrees to prepare and supply relevant information, and promptly to comply with requests from the Nation for information reasonably needed to determine the funds that may be available for a subsequent FA as provided for in Article VI, Section 2 of this Compact.
- (b) If the parties are unable to conclude negotiation of the subsequent FA or the Nation elects not to negotiate a subsequent FA before the expiration of the existing FA, and absent notification from the Nation that it is retroceding the operation of one or more PSFAs (or portions thereof) the terms of this Compact and the existing FA shall remain in effect until a subsequent FA is executed. As provided in Section 505(e) of Title V of the ISDEAA, subsequent FAs will become retroactive to the end of the term of the preceding FA. Any increases in funding to which the Nation is entitled by statute, or increases which the parties subsequently negotiate, shall be included in the subsequent FA.

Section 13 – Health Status Reports. In accordance with Section 507(a)(1) of the ISDEAA, 25 U.S.C. § 5387(a)(1), the Nation shall provide the Secretary a health status and service delivery report to the extent that such data is not otherwise available to the Secretary and specific funds for this purpose are provided to the Nation in its FA. Such reports may impose only minimal burdens on the Nation and shall be consistent with regulations promulgated under Section 517 of Title V of the ISDEAA, 25 U.S.C. § 5397.

Section 14 – Transportation and Other Supply Sources.

In accordance with 25 U.S.C. § 5388(e), the Nation and its employees carrying out this Compact shall have access to Federal Supplies (including supplies from federal warehouse facilities), Federal supply sources (including lodging, airline transportation, and other means of transportation, including the use of interagency motor pool vehicles) or other Federal resources (including supplies, services, and resources available to the Secretary under any procurement contract in which the Department is eligible to participate). The Nation shall have access to such supplies and services to the extent the Department and the Secretary agree to acquire and transfer such supplies or resources to the Nation upon request.

Section 15 – Limitation of Costs. The Nation shall not be obligated to continue performance that requires an expenditure of funds in excess of funds transferred under the FA. In accordance with 25 U.S.C. § 5388(k), if at any time, the Nation has reason to believe that the total amount required for performance of responsibilities set out in a FA, or a specific activity conducted under the FA, would be greater than the amount of funds awarded under the FA, the Nation shall provide reasonable notice to the IHS. If the IHS does not take such action as may be necessary to increase the amount of funds transferred under the FA, the Nation may suspend performance of the FA until such time as additional funds are transferred.

Section 16 – Consolidation with Other Programs. The Nation may consolidate PSFAs and associated funds identified in a FA with other PSFAs provided with its own funds or funds from other sources, provided that the PSFAs are allowable for inclusion in a FA under Section 505 of Title V of the ISDEAA, 25 U.S.C. § 5385. In such cases, the Nation shall not be required to separate dollars or PSFAs so long as the Nation can provide sufficient data to permit an acceptable program and financial audit to be conducted. When PSFAs are consolidated in a FA by the Nation in accordance with the terms of the FA and Sections 505 and 506(e) of Title V of the ISDEAA, 25 U.S.C. § 5385 and 25 U.S.C. § 5386(e), the Nation and its employees carrying out those PSFAs may receive Federal Tort Claims Act coverage in accordance with the statutory provisions and regulations cited in Article V, Section 3 of this Compact. Whether the Federal Tort Claims Act applies in any particular case is decided on an individual case-by-case basis by the United States Department of Justice and subsequently by the Federal courts.

ARTICLE III

OBLIGATIONS OF THE NATION

Section 1 – Consolidation. The Nation will be responsible for performing the PSFAs as specified in Section 3 of this Article III and in applicable FAs, as provided for in Article VI, Section 2 of this Compact. To the extent a PSFA and funds included within a contract or grant entered into pursuant to Sections 102 or 103 of Title I of the ISDEAA, 25 U.S.C. §§ 5321-22, is included within a FA, that contract or grant shall be modified or terminated as appropriate and this Compact shall govern the parties' obligations. All funds previously obligated under such contracts or grants (including carry-over funds) will be deobligated and re-obligated to the Nation under a FA negotiated under this Compact.

Section 2 – Compact Programs. The PSFAs that will be the responsibility of the Nation under this Compact shall be identified in the Nation’s FA.

Section 3 – Eligibility for Services. In determining eligibility for services the Nation shall comply with applicable eligibility provisions in Section 105(g) of Title I of the ISDEAA, 25 U.S.C. § 5324(g), applicable regulations, and other law.

Section 4 – Reallocation, Redesign, and Consolidation. In accordance with Section 506(e) of Title V of the ISDEAA, 25 U.S.C. § 5386(e), the Nation may redesign or consolidate PSFAs (or portions thereof) included in a FA and reallocate or redirect funds for such PSFAs (or portions thereof) in any manner which the Nation deems to be in the best interests of the health and welfare of the Indian community being served, only if the redesign or consolidation does not have the effect of denying eligibility for services to population groups otherwise eligible to be serviced under applicable federal law.

Section 5 – Program Income, Including Medicare/Medicaid. All Medicare, Medicaid or other program income earned by the Nation shall be treated as additional supplemental funding to that negotiated in the FA and the Nation may retain all such income, including Medicare/Medicaid, and expend such funds in the current year or in future years, except to the extent that the Indian Health Care Improvement Act, P.L. No. 94-437, provides otherwise for Medicare and Medicaid receipts and, as mentioned in Section 106 of Title I of the ISDEAA, 25 U.S.C. § 5325(j), (m), for advancing the health, health delivery, and/or other explicit health related activities. Earnings of such funds described in the previous sentence shall not result in any off-set or reduction in negotiated amount of the FA. Medicare/Medicaid collections of the Nation under Title IV of the Indian Health Care Improvement Act, as amended, shall be used by the Nation in accordance with any applicable statutory restrictions on the use of such funds. The Nation may seek third party reimbursements as provided by Title 25 Chapter 18 – Indian Health Care General Provisions Subchapter II – Health Services §1621e and §1621f.

Section 6 – Carry-over. Funds paid to the Nation in accordance with this Compact shall remain available until expended by the Nation and such carry-over funds, if any, shall not diminish the amount of funds the Nation is authorized to receive under its FA for any such subsequent fiscal year.

Section 7 – Administrative Procedures. To the extent required by law the Nation shall provide administrative due process rights to individuals that receive services provided under this Compact.

Section 8 – Matching Funds. Funds shall be treated as non-Federal funds for purposes of meeting matching and other cost participation requirements under any other federal or non-federal programs pursuant to Section 512(d) of Title V of the ISDEAA, 25 U.S.C. § 5392(d).

ARTICLE IV

OBLIGATIONS OF THE UNITED STATES

Section 1 – Trust Responsibility. In accordance with Sections 507(g) and 515(b) of Title V of the ISDEAA, 25 U.S.C. §§ 5387(g), 5395(b), nothing in this Compact waives, modifies, or diminishes in any way the trust responsibility of the United States with respect to the Nation or individual American Indians which exists under treaties, executive orders, and Acts of Congress.

Section 2 – Programs Retained.

- (a) The Secretary hereby retains the responsibility for the PSFAs that are not specifically assumed by the Nation through a FA and the Nation shall continue to be entitled to the full benefit of those PSFAs retained by the IHS. The Nation shall be eligible to negotiate the retained PSFAs with the IHS at a later date. In accordance with Section 506(h) of the ISDEAA, 25 U.S.C. § 5386(h), the Nation shall be eligible for new PSFAs of the Secretary and the IHS on the same basis as other Tribes and Tribal Organizations. The IHS, in consultation with the Nation, may reorganize to sustain its ability to provide, in the most effective and efficient manner, all PSFAs the Tribe is eligible that have not been included in the FA.
- (b) No later than 120 days prior to the end of each fiscal year, the IHS shall provide the Nation with a written list of the retained PSFAs relevant to health care in the Nation's service area for the upcoming fiscal year. To the fullest extent permitted by law, the Secretary shall provide the Nation copies of, documents and other information relevant to any ongoing retained PSFAs. The Secretary will cooperate with the Nation to the fullest extent permitted by law to facilitate the inclusion of PSFAs in future FAs of the Nation.

Section 3 – Financial and Other Information. The Nation shall be eligible for new PSFAs and other new funds on the same basis as other Tribes and the Secretary or an authorized representative shall advise the Nation of the funding available for such programs. To assist the Nation in monitoring compliance with Section 508(c) of Title V of the ISDEAA, 25 U.S.C. § 5388(c), the Secretary shall annually provide the Nation:

- (a) Table #1: Congressional Changes to IHS Appropriations;
- (b) Table #2: Breakdown of Appropriations, Allowances to Area and through HQ;
- (c) Table #3: Breakdown of HQ Allowances, Detailed HQ Accounts and Categories for Tribal Shares; and

(d) HQ PSFAs available to the Ho-Chunk Nation.

Other information requested by the Nation shall be provided as expeditiously as possible and only as permitted by law. If the Secretary cannot provide the information within sixty (60) days of receipt of the request, he/she shall, within sixty (60) days, acknowledge the request in writing and agree with the Nation on a timeframe for production of the information.

Section 4 – Savings. To the extent that programs, functions, services, or activities (or portions thereof) carried out by Indian tribes under this Title V of the ISDEAA reduce the administrative or other responsibilities of the Secretary with respect to the operation of Indian programs and result in savings that have not otherwise been included in the amount of tribal shares and other funds determined under 25 U.S.C. § 5388(c), the Secretary shall make such savings available to the Indian tribes, inter-tribal consortia, or tribal organizations for the provision of additional services to program beneficiaries in a manner equitable to directly served, contracted, and compacted programs.

ARTICLE V

OTHER PROVISIONS

Section 1 – Designated Officials. On or before the effective date of this Compact, both the Secretary and the Nation shall provide a written designation of an individual as their representative/liaison.

Section 2 – Indian Preference in Employment, Contracting and Sub-Contracting and Wage and Labor Standards. The Nation's tribal law shall govern the provisions of Indian preference in employment, contracting and subcontracting subject to Section 7 of Title I of the ISDEAA, 25 U.S.C. § 5307. Further, the provisions of Section 7(b) and (c) of Title I of the ISDEAA shall apply to the Nation to the full extent permitted by applicable federal law. Finally, Section 7 of Title I of the ISDEAA, as amended, shall apply to any construction activities transferred to the Nation under this Compact.

Section 3 – Federal Tort Claims Act Coverage; Insurance.

(a) The Nation is deemed by statute to be part of the Public Health Service (PHS), and the employees of the Nation are deemed by statute to be part of or employed by the PHS, for purposes of coverage under the Federal Tort Claims Act, while performing PSFA under this Compact and any FA, including coverage for claims of medical malpractice, as required by Section 516(a) of Title V of the ISDEAA, 25 U.S.C. § 5396(a), and as more fully described in Section 102 of Title I of the ISDEAA, 25 U.S.C. § 5321(d), and 25 C.F.R. Sections 900.180-210. IHS does not determine the scope of coverage under the Federal Tort Claims Act.

(b) The above status of the Nation, or an employee's status as an employee of the Nation, is not affected by the source of the funds used by the Nation to pay the

employee's salary and benefits as long as the employee does not receive any additional compensation for the performance of covered services from anyone other than the Nation.

(c) The Nation's employees may, while performing under this Compact, any FA, and as a condition of employment, be required by the Nation to provide services to non-IHS beneficiaries in order to meet the obligations under this Compact, either in facilities of the Nation or in facilities other than those of the Nation.

(d) Funds provided under an FA may be used to purchase such additional liability and other insurance as is prudent in the judgment of the Nation performing under this Compact and FA for its protection and the protection its employees.

(e) Personal services contracts shall be covered under this provision to the extent provided under Section 102(d) of the ISDEAA, 25 U.S.C. § 5321(d).

Section 4 – Compact Modifications or Amendments. To be effective, any modifications of this Compact shall be in the form of a written amendment, and shall require written consent of the Nation and the Secretary.

Section 5 – Construction Activities. The Nation may assume construction projects or programs in accordance with Title I of the ISDEAA, Title V of the ISDEAA or P.L 86-121.

Section 6 – Officials Not To Benefit. No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of any Contract executed pursuant to this Compact, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to any contract under this Compact if made with a corporation for its general benefit.

Section 7 – Covenant Against Contingent Fees. The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Compact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

Section 8 – Penalties. The parties agree that the criminal penalties set forth in 25 U.S.C. §5306 apply to all activities conducted pursuant to this Compact.

Section 9 – Use of Federal Employees. Section 104 of Title I of the ISDEAA, 25 U.S.C. § 5323, shall apply to this Compact and to any individuals assigned or detailed to the Nation performing functions under this Compact or leaving federal employment to perform services under this Compact, including assignments either on detail or on leave without pay and with or without reimbursement by the Nation for the travel and transportation expenses to or from the place of assignment and for the pay, or supplemental pay, or a part thereof, of the employee during assignment.

Section 10 – Extraordinary or Unforeseen Events. This Compact is intended to obligate the Nation to carry out all usual and ordinary functions respecting the PSFAs that it is undertaking to assume responsibility for under its FA. In the event major unforeseen or extraordinary events occur, as jointly identified by the Nation and the Secretary, with consequences beyond the control of the Nation, the Secretary and the Nation agree that the Nation shall have access to additional services and funding amounts for its FA, to the extent such resources are available and on the same basis as other Tribes. The parties will seek to ensure that funds available to the Nation to deal with the unforeseen circumstance will not be less than would have been available to non-Compact Tribes or IHS had they encountered a similar circumstance.

Section 11 – Mature Contract Status upon Compact Termination. In accordance with Section 506(g)(3) of Title V of the ISDEAA, 25 U.S.C. § 5386(g)(3), should the Nation elect to convert all or some of the programs operated under the Compact back to contract status under Title I of the ISDEAA, as amended, such conversion shall not affect the Nation's status as having operated a mature contract within the meaning of Section 4(h) of Title I of the ISDEAA, 25 U.S.C. § 5304(h). Such conversion would occur only at the date mutually agreed to the Nation and the Secretary, or as otherwise provided in this Compact, and will be implemented in a manner which avoids any interruption of services to individual tribal members. If the Compact is retroceded in total or the Nation determines that it will retrocede any PSFA operated under the Compact, the Nation's contract(s) shall not lose mature contract status under § 5304(h) as provided above.

Section 12 – Contracting Rights. Nothing in this Compact or any FA shall be construed to preclude the Nation from contracting with the Secretary to perform a PSFA under Title I of the ISDEAA, as amended, subject, however, to constraints against duplication pursuant to Section 506 of Title V of the ISDEAA, 25 U.S.C. § 5386(h).

Section 13 – Sovereign Immunity. Nothing in this Compact or any FA shall be construed to affect or waive the sovereign immunity of the Nation.

Section 14 – Interpretation of Federal Law. In the implementation of this Compact, the Secretary, to the extent feasible, shall interpret all federal laws, executive orders, regulations and this Compact in a manner that effectuates and facilitates the purposes of this Compact and achievement of the Nation's health goals and objectives in accordance with Section 512(a) of Title V of the ISDEAA, 25 U.S.C. § 5392(a). In accordance with Section 512(f) of Title V of the ISDEAA, 25 U.S.C. § 5392(f), each provision of this Compact or FA shall be liberally construed for the benefit of the Nation and any ambiguity shall be resolved in favor of the Nation.

Section 15 – Program Funding. The Nation requests that IHS continue to advocate for increases in the IHS budget to further the ability of the Nation to provide the full range of services that are the responsibility and obligation of the United States to make available to American Indian and Alaska Native people and to meet the goals of the Indian Health Care Improvement Act.

Section 16 – Effect on Non-Participating Tribes. Nothing in this Compact or associated FAs shall be construed to limit or reduce in any way the service, contracts or funds that any other Indian Tribe or Tribal organization is eligible to receive.

Section 17 – Severability.

(a) Except as provided in this section, this Compact shall not be considered invalid, void or voidable if any section or provision of this Compact is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction.

(b) If any section or provision of this Compact is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction the parties will make every effort to reach an agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision.

Section 18 – Applicability of Title I Provisions. At the request of the Nation, any provision of Title I, except those explicitly referenced in Section 516 of Title V of the ISDEAA, 25 U.S.C. § 5396, to the extent such provision does not conflict with a provision in Title V, shall be made a part of a FA or this Compact.

Section 19 – Purchases from the Indian Health Service. With respect to functions transferred by the IHS to the Nation under this Compact or an applicable FA, the IHS shall provide goods and services to the Nation, on a reimbursable basis, including payment in advance with subsequent adjustment. The reimbursements received from those goods and services, along with the funds received from the Nation pursuant to this section, may be credited to the same or subsequent appropriation account which provided the funding, such amounts to remain available until expended.

Section 20 – Inclusion of Grants. The parties agree that Section 505(b)(2) of Title V of the ISDEAA, 25 U.S.C. § 5385(b)(2), provides, among other things, that certain statutorily mandated grants administered by the DHHS through the IHS may be added to the Nation's FAs after award of such grants.

Section 21 – Reassumption. The parties agree that the Secretary will reassume operations of a PSFA (or portion thereof) and associated funding transferred from the IHS to the Nation in this FA only in the event that the requirements of 507 of Title V of the ISDEAA, 25 U.S.C §5387(a)(2) are met.

ARTICLE VI

ATTACHMENTS

Section 1 – Approval of Compact. The resolution of the Nation approving this Compact and associated FA is attached hereto as Exhibit A.

Section 2 – Funding Agreement. The Nation's FA shall be attached hereto as Exhibit B. The FA shall have an approving resolution attached to the FA.

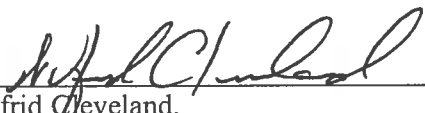
ARTICLE VII

COUNTERPART SIGNATURES

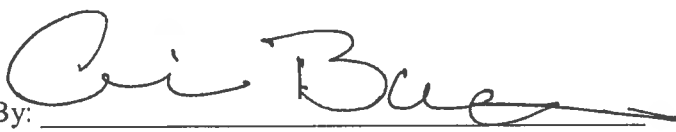
This Compact may be signed in counterparts.

IN WITNESS WHEREOF, the parties have executed, delivered and formed this Compact.

HO-CHUNK NATION

By:  4-20-17
Wilfrid Cleveland, Date
President of the Ho-Chunk Nation

UNITED STATES OF AMERICA

By:  APR 21 2017
Director, IHS Date



HO-CHUNK NATION LEGISLATURE
Governing Body of the Ho-Chunk Nation

**HO-CHUNK NATION LEGISLATURE
AUTHORIZATION FOR THE HO-CHUNK NATION
DEPARTMENT OF HEALTH TO COMPACT
WITH THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN
SERVICES, INDIAN HEALTH SERVICE TRIBAL SELF-GOVERNANCE PROGRAM**

RESOLUTION 07-06-16B

- WHEREAS,** on November 1, 1994, the Secretary of the Interior approved a new Constitution for the Ho-Chunk Nation, formerly known as the Wisconsin Winnebago Tribe; and
- WHEREAS,** the Ho-Chunk Nation ("Nation") is a federally recognized Indian Tribe, Pursuant to the Indian Reorganization Act of 1934; and
- WHEREAS,** the Legislature of the Ho-Chunk Nation is the duly constituted Governing Body of the Ho-Chunk Nation ("Legislature") pursuant to the Constitution of the Ho-Chunk Nation; and
- WHEREAS,** Article V, Section 2(a) of the Constitution of the Nation ("Constitution") grants the Legislature of the Nation ("Legislature") the power to make laws, including codes, ordinances, resolutions, and statutes; and
- WHEREAS,** Article V, Section 2(b) of the Constitution grants the Legislature the power to establish Executive Departments, and to delegate legislative powers to the Executive branch to be administered by such Departments, in accordance with the law; any Department established by the Legislature shall be administered by the Executive; the Legislature reserves the power to review any action taken by the virtue of such delegated power; and
- WHEREAS,** Article V, Section 2(d) of the Constitution grants the Legislature the power to authorize expenditures by law and appropriate funds to the various Departments in an annual budget; and
- WHEREAS,** Article V, Section 2(i) of the Constitution grants the Legislature the power to negotiate and enter into treaties, compacts, contracts, and agreements with other governments, organizations, or individuals; and
- WHEREAS,** Article V, Section 2(s) of the Constitution grants the Legislature the power to promote public health, education, charity, and such other services as may contribute to the social advancement of the members of the Ho-Chunk Nation; and

WHEREAS, the Ho-Chunk Nation Department of Health promotes health and wellbeing to all tribal members and Ho-Chunk Nation employees; and

WHEREAS, the Tribal Self-Governance Program is a tribally driven, congressional legislative option that authorized federally recognized Tribes and Tribal Organizations to negotiate with the Indian Health Service and assume full funding and control over programs, services, functions or activities, or portions thereof, that the Indian Health Service would otherwise provide, allowing Tribes greater flexibility to manage program funds to best fit the needs of their members and Tribal communities; and

WHEREAS, the Legislature deems it to be in the best interest of the Nation and our members to participate in the Indian Health Service Tribal Self-Governance Program; and

WHEREAS, the Legislature finds the Ho-Chunk Nation Department of Health has completed all appropriate planning to the satisfaction of the Ho-Chunk Nation Legislature, which addressed legal and budgetary research and internal government planning and organization preparation relating to the administration of health programs as required by 42 C.F.R. 137.20;

NOW THEREFORE, BE IT RESOLVED that the Ho-Chunk Nation Legislature, pursuant to its Constitutional authority, by and through the Ho-Chunk Nation Legislature and Office of the President, hereby formally authorizes the Ho-Chunk Nation Department of Health to participate in and negotiate with the United States Department of Health and Human Services, Indian Health Service Tribal Self-Governance Program under 25 U.S.C. 458aaa-2 and P.L. 106-260 the Tribal Self-Governance Amendments of 2000, subject to final approval by the Legislature.

CERTIFICATION

I, the undersigned, as Tribal Secretary for the Ho-Chunk Nation, hereby certify that the Legislature of the Ho-Chunk Nation, composed of 13 members, of whom 13 constituting a quorum were present at a meeting duly called and convened and held on the **6th day of July, 2016**, that the foregoing resolution was adopted at said meeting by an affirmative vote of 12 members, 0 opposed, and 1 abstaining, pursuant to the authority of Article V, Section 2(a) and (x) of the Constitution of the Ho-Chunk Nation approved by the Secretary of the Interior on November 1, 1994, and that said resolution has not been rescinded or amended in any way. I further certify that this is a verified copy of said resolution.

Kathleen Lone Tree-Whiterabbit
Kathleen Lone Tree-Whiterabbit, Tribal Secretary

7.6.16
Date

MULTI-YEAR FUNDING AGREEMENT
BETWEEN
HO-CHUNK NATION
AND
THE UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FOR INDIAN HEALTH SERVICE PROGRAMS
APRIL 21, 2017 THROUGH DECEMBER 31, 2019

Section 1 – Preamble. This Funding Agreement (FA) is entered into by the Ho-Chunk Nation (Nation) and the Secretary of Health and Human Services (Secretary) with delegated authority to the Director of the Indian Health Service (IHS). The FA, pursuant to Title V of the Indian Self-Determination and Educational Assistance Act (ISDEAA), as amended, 25 U.S.C. §§ 5381-99, and governed by the Compact of Self Governance is entered into between the Nation and the Secretary of Health and Human Services. The purpose of the FA is to set forth and transfer the programs, services, functions and activities (PSFA), and associated funding from the IHS to the Nation for the funding period April 21, 2017 through December 31, 2019 (with regular funding cycle a calendar year of January 1 to December 31 annually); to identify the PSFAs, and associated funding to be retained by the IHS for the same funding period; and to identify any terms and conditions for implementation of this FA in addition to those in the Compact. The Federal Fiscal Year (FY) is from October 1 to September 30 and the Nation's fiscal year is based on Calendar Year (CY) January 1 to December 31.

Section 2 – Tribal Programs and Services. The Nation agrees to administer, provide, or otherwise be responsible for the PSFAs identified below in accordance with the terms of the Compact and FA. Services will be provided to IHS-eligible persons as defined under applicable law. The Nation is committed to and shall provide quality health services that will at all times meet applicable standards, by maintaining qualified staff, state-of-the-art equipment, a well-functioning physical plant and the continuous supply of medical provisions required to provide quality patient care as defined in the standards of an accreditation organization such as the Joint Commission or the Accreditation Association for Ambulatory Health Care (AAAHHC). As provided in Section 506(e) of Title V of the ISDEAA (25 U.S.C. §5386(e)), as amended, the Nation may redesign or consolidate PSFAs (or portions thereof) included in this FA pursuant to Section 505(b)(2) of Title V of the ISDEAA (25 U.S.C. §5385(b)(2)) and reallocate or redirect funds for such PSFAs (or portion thereof) in any manner the Nation deems to be in the best interest of the health and welfare of the Indian Community being served, but only if the redesign or consolidation does not have the effect of denying the eligibility for services to population

groups otherwise eligible to be served under applicable Federal Law. To the extent the PSFA descriptions in the Compact or FA conflict with the descriptions or definitions provided in the Indian Health Care Improvement Act (IHCIA), as amended, the IHCIA shall prevail unless it conflicts with the ISDEAA. The Nation will provide the following services:

A. General Health Services

1. Ambulatory Medical Services
2. Dental Services
3. Pharmaceutical Services
4. Alcohol and Drug Treatment Services
5. Mental Health Services
6. Purchased and Referred Care Reimbursements
7. Optical Services
8. Maternal Child Health
9. Laboratory
10. Urgent Care
11. Radiology

B. Preventable Health Services

1. Community Health Nursing
2. Public Health Nursing
3. Health Education, Medical and Environmental
4. Community Health Representative
5. Qualified Transportation Services
6. Nutrition

C. Environmental Health Services

1. Waste Water Treatment and Disposal
2. Engineering Design Services
3. Surveying and Drafting
4. Site Inspection and Investigation
5. Sanitation Projects
6. Safety/Injury Prevention

D. Facilities

1. General Operation and Maintenance
2. Architectural and Engineering
3. Facilities Renovation
4. Drug and Alcohol Rehabilitation and Treatment

E. Administration

1. General Program Administration
2. Special Project Administration
3. Medical Records Services
4. Quality Improvement

5. Financial Leadership

- F. **Home and Community Based Services:** provide through a combination of western methods and traditional modalities, home care and other community-based services which include community health representatives and public health nursing staff providing homemaker, personal and supportive care services which consist of assisting the disabled and homebound, or bedridden clients with household chores, preparing food and feeding incapacitated patients, or assisting with personal care such as bathing or hair washing, vital signs and medication reminders. These services are provided in support of other skilled nursing and medical services offered in the home and community environment to individuals that are unable to meet their own needs. Home and community based services also provide: respite, nutrition, transportation and other supportive services, skilled nursing care services, and medical care, public health, and preventive health services in support of long-term care. The home and community based program seeks to engage, plan and develop additional services that are appropriate for the clients being served.

Section 3 – Amounts Available for the Initial Funding Period in 2017. The amounts available to the Nation pursuant to the Compact and Title V of the ISDEAA, as amended, for a portion of Fiscal Year (FY) 2017 for which Section 11 applies to this FA are shown in Attachments #1, (Fiscal Year 2017 Detail Report). The parties to this FA recognize that the total amount of funding in this FA is subject to adjustment based on changes in appropriations by Congressional action via Appropriations Acts. The attached three sets of Self-Governance FA funding table has been incorporated into this FA. The first set shows the amount of funding from April 21, 2017 to December 31, 2017. The second set shows the annual amounts from January 1, 2017 to December 31, 2017. This table reflects estimated total funding levels and will be amended to reflect actual appropriations whether such appropriations are made by means of regular Appropriations Acts or continuing resolution. Upon enactment of relevant Appropriation Acts or other law affecting availability of funds to the IHS, the Nation will be notified and the total amount will be adjusted in accordance with the law. The Nation shall also be eligible for new services, service increases, mandatories, population growth, health services priority system, indirect contract support costs, and other non-recurring resources on the same basis as other Area tribes. Congressional increases that are distributed at the Area level will be based on the Area Tribal Size Adjustment (TSA) percentage (%) for the Nation calculated using the most recent validated and approved Bemidji Area Patient Count. For FY2017, the Area TSA% was calculated using the Area FY2015 Bemidji Area Patient Count. It is recognized there may be errors in calculations or other mistakes regarding estimates of Tribal funding shares which may need to be adjusted. Both parties agree to take action to correct such errors as they are identified.

Funds already received by the Nation pursuant to the Title I contract and Annual Funding Agreement may be used by the Nation for PSFAs included in this Funding Agreement to the extent that the Nation assumes the responsibility for PSFAs.

The funding for the subsequent funding periods of this multi-year FA will be based on appropriations and the corresponding tables and user data.

A. Direct Program Funding. The Nation will receive funding from the following Tribal Shares sources found in the attached funding tables:

Headquarters Tribal Shares

Area Tribal Shares w/Equipment

Tribal Base Funding w/Direct CSC

Indirect Contract Support Cost

B. Tribal Shares Identified but not Compacted by Nation. All shares identified available for general distribution but not compacted by the Nation, including but not limited to, all general and mandatory increases, will be made available to the Nation by IHS should the Nation elect to add these funds to its FA in future years.

C. IHS Funding Currently not identified as Tribal Shares. Any funding not identified as Tribal Shares but available for general distribution as Tribal Shares will be made available to the Nation when those funds are subsequently identified as Tribal Shares.

D. Existing and Future Non-recurring Funds. All new, and previously undistributed, non-recurring funds available for general distribution, will be added to the FA on the same basis as other Area Tribes.

E. Other Headquarters Managed Funds. The Nation is to remain eligible for distribution of Tribal Share Assessments, Management Initiatives, and Emergency funds. Tribal Shares of the excess Management Initiatives and surplus Emergency Funding shall be based on the IHS HQ TSA % for any balance in a fund at year-end.

Section 4 – Programs Retained. Any available funding not taken explicitly by the Nation, shall be presumed to be a retained responsibility of the IHS unless the Nation elects to negotiate those retained PSFAs and associated funds.

Section 5 -- Access to Training and Technical Assistance. To the extent IHS retains, as part of its PSFAs, the provision of training and technical assistance to ISDEAA Contractors; to other Compact Indian Tribes; or to IHS service providers, the Nation shall have access to and the right to benefit from those services on the same basis as those other Indian Tribes or IHS service providers, and associated Federal Government Employees provided that if the training and technical assistance has been transferred to the Nation as part of its tribal shares, IHS will provide it to the Nation on a cost-reimbursement basis and subject to availability. Nothing in this Compact or the FA shall be construed to prevent the Nation or its staff from attending IHS-sponsored seminars, workshops or continuing medical education (CME) programs on the same

terms as other non-Compact Indian Tribes or IHS service providers. However, if the categories of IHS funds used to pay for non-Compact Indian Tribes' travel and lodging costs for such attendance is included in the funds received by the Nation under the FA, the Nation will pay those costs and other costs sustained by IHS as a result of the Nation's attendance at such IHS-sponsored seminars, workshops or CME programs with Compact or other non-IHS funds.

Section 6 - Trust Responsibility. Pursuant to 25 U.S.C. § 5395(b), nothing in this FA shall be construed to diminish in any way the trust responsibility of the United States to the Ho-Chunk Nation government, or tribal members individually, that exists under treaties, Executive Orders, or other laws and court decisions.

Section 7 – Contract Support Costs.

Contract support costs (CSC) will be paid in accordance with 25 U.S.C. §5388(c) and §5325. The parties agree that, according to the best data available as of the date of execution of this FA, the amount be paid for the funding periods covered by the FA, which represents the parties' estimate of the Nation's full CSC requirement pursuant to 25 U.S.C. § 5388(c) and §5325, is set forth below. The estimates shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass-throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. §5388(c) and §5325, and to the extent not inconsistent with the ISDEAA, as specified in IHS Manual Part 6, Chapter 3. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In subsequent funding periods, the amounts due under this section may be updated. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this section and the Nation's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109.

A. Direct and Indirect CSC. The CY 2017 estimates following amounts to represent the parties' estimates for direct CSC, indirect CSC, and indirect-type CSC. .

- 1) \$885,103 for direct CSC (excluding pre-award and start-up costs, which are addressed in paragraph (b),
- 2) \$870,736 for indirect CSC, and
- 3) \$0 indirect-type CSC.

B. Pre-Award and Start Up CSC. In addition to the direct and indirect CSC estimates agreed upon in section 7(A), the Nation may be eligible for pre-award and start-up costs for new and expanded PSFAs. The Nation may submit a Start-up Costs proposal within one year of the execution of this FA, as per 25 U.S.C. 5325 (a)(5)-(6).

Section 8 – Redesign Authority. The Nation is authorized under this FA to redesign in accordance with Section 506(e) of Title V of the ISDEAA, 25 U.S.C. § 5386(e), but limited to the funding's Appropriation Acts.

Section 9 – No Reduction in Programs, Services to Other Tribes. It is the intent of the parties that pursuant to Section 515 of Title V of the ISDEAA, 25 U.S.C. § 5395, as amended, nothing in this FA diminishes any PSFAs to other Tribes.

Section 10 – Method of Payment. Except as provided in subsection (A) and (B) below, all funds identified will be paid to the Nation in one (1) lump sum payment within thirty (30) days of apportionment from the Office Budget and Management with the exception of program formula payments, except for advance payment for buybacks. The PSFAs shares that are distributed using a program formula will be paid within 30 days after apportionment of such funds to the Area. For FY2018, the first payment for the new and expanded PSFAs will be on October 1, 2017, for a Federal fiscal year. For FY2018, the second payment for the rest of the PSFAs will be on January 1, 2018, for the Nation's calendar year.

A. Periodic Payments. Payment of funds otherwise due the Nation under this FA, which are added or identified after the initial payment is made, will be made within 10 working days after distribution methodologies and other decisions regarding payment of those funds have been made by IHS.

B. Prompt Payments. Pursuant to 25 U.S.C. § 5388(g), all payments will be made in a prompt manner and will be subject to the terms of the Federal Prompt Payment Act, Chapter 39 of Title 31 of the U.S. Code.

Section 11—Consolidation of the Title I Contract with the Title V Funding Agreement
The Title I Self-Determination Contract, No. 239-16-0005 will be modified or terminated, as appropriate, to transfer applicable funding into this Multi-year FA as of the effective date of this Multi-year FA for PSFAs, materials, and facilities provided to the Nation.

Section 12 – Amendment of this FA. Except as otherwise provided by this FA, the Compact, or by law, any changes of this FA shall be in the form of a written amendment and shall require written consent of the Nation and the Secretary or their authorized representative.

Written consent of the Nation shall not be required for issuing amendments which result from increases in actual appropriation levels or which represent an increase in funding for PSFAs identified in the FA. Such increases include, but are not limited to:

- # Program/Area/HQ Mandatories
- # Program/Area/HQ End-of-year Distributions
- # PRC Deferred Services

When such an increase in funding occurs, the IHS will notify the Nation of the increase in writing.

Section 13– Current Commission Corps Personnel. To the extent permitted by Federal law, the parties to this FA and the Compact agree to maintain the current staffing level of Commissioned Corp Officers at 3 Full Time Equivalent positions (FTEs). The parties agree that the terms and conditions of the detail of Commissioned Corp Officers are governed by a separate and independent Memorandum of Agreement and not by this FA.

Section 14 – No Waiver of Federal Law and Sovereignty. Nothing in this FA shall be construed as a waiver of Federal or Tribal sovereign immunity or as an agreement by IHS to be bound by Tribal Law.

Section 15 – Health Status Reports. The Nation agrees to report on the health status and service delivery in accordance with the requirements of Section 507 of Title V of the ISDEAA, 25 U.S.C. § 5387.

Section 16 – Approval of Funding Agreement. The resolution of the Ho-Chunk Nation Legislature approving this Multi-year FA appears as an attachment.

Section 17 – Reassumption. The parties agree that the Secretary will reassume operations of a PSFA (or portion thereof) and associated funding transferred from the IHS to the Nation in this FA only in the event that the requirements of 507 of Title V of the ISDEAA, 25 U.S.C §5387(a)(2) are met.

Section 18 – Statutorily Mandated Grants. In accordance with Section 505 of Title V of the ISDEAA, 25 U.S.C. § 5385, and its implementing regulations, the parties agree that the Secretary may add certain statutorily mandated grant awarded through the IHS to the Nation to this FA, as a lump sum advance payment through the Unified Financial Management System (UFMS).

Section 19 – Audits.

A. In accordance with 42 C.F.R. §§ 137.165 to 137.173, the Nation shall send the annual single organization-wide audit as prescribed by the Single Audit Act of 1984, 31 U.S.C. § 7501, et seq., to the Single Audit Clearing House in Jefferson, IN, and shall adhere to generally accepted accounting principles and the applicable Circulars of the Office of Management and Budget (“OMB”).

B. The Nation shall apply cost principles under the applicable OMB Uniform Grant Guidance, except as modified in the Single Audit Act, which is adopted by DHHS at 45 C.F.R. Part 75 and hereby incorporated into this Compact, or by any exemptions subsequently granted

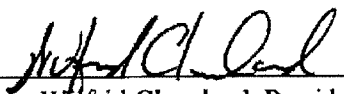
by OMB. As set forth in Section 506 of the ISDEAA, 25 U.S.C. § 5386(c)(2), the Secretary shall require no other audit or accounting standards. Any claim by the Federal Government against the Nation relating to funds received under the FA based on any audit under this Section shall be subject to the provisions of 25 U.S.C. § 5325(f).


Section 20 – Medicare-Like Rates Opt-in: Payment for Physician and Other Health Care Professional Services Purchased by Indian Health Programs and Medical Charges Associated with Non-Hospital-Based Care. The Nation agrees to be bound by 42 C.F.R. Part 136, Subpart I in the administration and provision of Purchased/Referred Care (PRC) services carried out under this FA for Medicare-like rates.

Section 21 – Program Income, Including Medicare and Medicaid. All other program income earned by the Nation shall be treated as additional supplemental funding to that negotiated in the FA and the Nation shall retain all such income, including Medicare/Medicaid, and expend such funds in the current year or in future years as mentioned in Section 106(j) and (m) of Title I of the ISDEAA, 25 U.S.C. § 5325, for advancing the health, health delivery, and/or other explicit health related activities, except to the extent that the Indian Health Care Improvement Act provides otherwise for Medicare and Medicaid receipts. Earnings of such funds described in the previous sentence shall not result in any off-set or reduction in the negotiated amount of the FA. Medicare/Medicaid collections of the Nation under Title IV of the Indian Health Care Improvement Act, P.L. No. 94-437, as amended, shall be used by the Nation in accordance with any applicable statutory restrictions on the use of such funds. The Nation may seek third party reimbursements as provided by Title 25 Chapter 18 – Indian Health Care General Provisions Subchapter II – Health Services §1621e and §1621f.

THE FOREGOING PROVISIONS OF THIS FUNDING AGREEMENT TO THE COMPACT OF SELF-GOVERNANCE BETWEEN THE HO-CHUNK NATION OF WISCONSIN AND THE INDIAN HEALTH SERVICE ARE HEREBY AGREED TO ON THE DATES INSCRIBED BELOW.

Dated this 21 day of APR, 2017.

By: 
Wilfrid Cleveland, President
Ho-Chunk Nation of Wisconsin

By: 
Director
Indian Health Service

SELF-GOVERNANCE FA TABLE

Tribe: Ho-Chunk Nation

FOR FY 2017 NEGOTIATIONS

Compact No. 67G170419

April 21, 2017-September 30, 2017

SUB-SUB ACTIVITY	PROGRAM			AREA OFFICE			HEADQUARTERS			TOTALS		
	FA Amount (1)	Retained Services (2)	Program Total Amount to Be Rec'd (3)	FA Amount (4)	Retained Services (5)	Area Total Amount to Be Rec'd (6)	FA Amount (7)	Retained Services (8)	HQ Total Amount to Be Rec'd (9)	FA Amount (10)	Retained Services (11)	FA Total Amount to Be Rec'd (12)
Hospitals and Clinics	2,064,120	194,113	1,870,007	44,947	-	44,947	43,046	3,314	38,732	2,152,113	197,427	1,954,686
Dental	22,008	-	22,008	-	-	-	2,074	-	2,074	24,082	-	24,082
Mental Health	9,151	-	9,151	-	-	-	1,768	-	1,768	10,919	-	10,919
Alcohol/Substance Abuse	123,086	-	123,086	1,987	-	1,987	3,739	-	3,739	128,812	-	128,812
Public Health Nursing	9,331	-	9,331	-	-	-	709	-	709	10,040	-	10,040
Health Education	2,079	-	2,079	-	-	-	889	-	889	2,968	-	2,968
Community Health Reps.	82,448	-	82,448	-	-	-	1,838	-	1,838	84,286	-	84,286
Immunizations (AK only)	-	-	-	-	-	-	-	-	-	-	-	-
Direct Operations	-	-	-	-	-	-	12,940	-	12,940	12,940	-	12,940
Self-Governance	-	-	-	-	-	-	-	-	-	-	-	-
Total, Services	2,312,223	194,113	2,506,336	46,934	-	46,934	67,003	6,041	60,962	2,426,160	200,154	2,626,314
Purchased/Referred Care	1,156,604	-	1,156,604	-	-	-	2,433	-	2,433	1,159,037	-	1,159,037
Environmental Hlth Support	447	-	447	69,202	48,973	20,229	-	-	-	69,649	48,973	20,678
Facilities Support	-	-	-	12,790	-	12,790	-	-	-	12,790	-	12,790
Office of Env Hlth Support	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance and Improvement	-	-	-	147,339	-	147,339	-	-	-	147,339	-	147,339
Equipment	-	-	-	26,030	-	26,030	-	-	-	26,030	-	26,030
Total, Indian Hlth Facilities	447	-	447	255,361	48,973	206,388	-	-	-	255,808	48,973	206,835
FY17 CSC-Direct	395,265	-	395,265	-	-	-	-	-	-	395,265	-	395,265
FY17 CSC-Indirect	388,849	-	388,849	-	-	-	-	-	-	388,849	-	388,849
Total, FY17 CSC	784,114	-	784,114	-	-	-	-	-	-	784,114	-	784,114
GRAND TOTAL, FA	4,253,388	194,113	4,059,275	302,295	48,973	253,322	69,436	6,041	63,395	4,625,119	249,127	4,375,992

Remarks:
* Calculation - 434,670/365*163 Days. Commissioned Corp Officers pay for MOA

Ho-Chunk Nation - 2017 - 3/14/2017		ACC TOOL	
RowID	Data & Calc	Data Comment (open)	Description/Instructions
R03:PgmFunds(R)	\$7,768,618		Program Recurring amount, less retained. (debranch/lead)
R04:PgmFunds(NR)	\$388,220		Non-Recurring paid amounts, (M&I & Equipment, Travel Reimb, Other NR)
R05:AreaShares	\$105,097		Area Shares less retained
R06:HQShares	\$143,415		HQ Shares less retained
	\$0		
Indirect Cost Rate Information:			
		Indirect Cost Rate	FY 2017
R08:Less 20% Tribal Shares (or Neg. Amt)	\$0		TDC-CAP&PT
R09:2016 DCSC Negotiated Need	\$685,103		Per DCSC Negotiation or last reported need
R10 Inflation Factor	0.0%		Last known (projected) non-medical inflation rate.
R11:2017 DCSC Estimated Need	\$685,103		DCSC estimated need based on previous year's need and inflation factor or if renegotiated, above inflation factors are not applied and newly negotiated amount is manually inserted here. Paragraph 1 address a Post-Budget Limitation.
R12: DCSC Funding paid	\$685,103		Projected funding to be paid in 2015, should equal 100% of identified need. Or if during the year after initial payment, only enter current amount paid to Tribe.
R13:DCSC deficiency	\$2,494,650	Based on 07 IDC Proposal	Estimated deficiency, based on funding and estimated DCSC need.
R14:Program Base	\$9,240,751		Program Recurring Amount + Area Shares + HQ Shares + Non-recurring - 20% of Tribal Shares + DCSC Estimated Need = Program Base
R15:Less Other Exclusions & PassThru	\$1,440,421		Evaluations consistent with rate agreement and rate proposal information, reasonable Tribal documentation, or lastly the default list determined and agreed upon by the CSC Workgroup.
R16:Direct Cost Base	\$7,800,330		Program base less all exclusions and pass thru
R17: Most current IDC rate	11.80%		Current IDC rate, as noted in box to the right
R18:Estimated IDC Need (NR) Based on IDC Rate	\$926,439		Direct Cost Base x IDC Rate
R19: Indirect CSC Type Costs Negotiated (NR)	\$0		N/A if applicable IDC Rate is available. Enter current amount negotiated with Tribe (negotiated amount is only good for 4 years)
R20:20% Tribal Shares or Neg. Amt.	\$49,702		Already available for indirect costs
R21:Estimated Indirect CSC Need	\$870,736		Estimated total IDC need less all duplicative costs. Paragraph 1 estimate
R22: Indirect CSC paid	\$870,736		Projected funding to be paid in 2015, should equal 100% of identified need. Or if during the year after initial payment, only enter current amount paid to Tribe.
R23:Indirect CSC Deficiency	\$0		Estimated deficiency, based on funding and estimated IDCSC need.
R24:Total Estimated CSC Need	\$1,755,839		Total estimated need for DCSC and IDCSC
R25:Total CSC Funding Available for CSC Need	\$1,755,839		Projected funding to be paid when used during negotiations/amount already paid when used throughout the year, should represent 100% of identified need.
R26:Total Estimated CSC Deficiency	\$0		Total estimated CSC deficiency based on estimated CSC need and projected funding to be paid, should be \$0. If positive number then the Tribe is owed more, if negative number is shown there will be an overpayment.

**COMPACT
BETWEEN
THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI
AND THE
UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

TABLE OF CONTENTS

TABLE OF CONTENTS	i
RECITALS	1
ARTICLE 1 — Authority and Purposes	4
Section 1.1 Authority	4
Section 1.2 Purposes	4
1.2.1 Transfer of Full Control over Programs, Services, Functions, and Activities	4
1.2.2 Tribal Planning, Conducting, Consolidation, Redesign and Administration of Programs, Services, Functions, and Activities	4
1.2.3 Improvement of Government-to-Government Relationship	4
Section 1.3 Applicable Law	4
ARTICLE 2 — Obligations of the United States	5
Section 2.1 Trust Responsibility	5
Section 2.2 Programs Retained	5
2.2.1 Secretarial Responsibility	5
2.2.2 Information Regarding Services of the Indian Health Service	5
Section 2.3 Eligibility for New Programs, Services, Functions, and Activities and Associated Funding	5
Section 2.4 Savings	5
Section 2.5 Reports to Congress	6
ARTICLE 3 — Term and General Provisions	6
Section 3.1 Term and Effective Date	6
Section 3.2 Funding Amount	6
Section 3.3 Payment	6
3.3.1 Payment Schedule	6
3.3.2 Interest on Advances	6
3.3.3 Investment	7
Section 3.4 Audits	7
3.4.1 Single Audit	7
3.4.2 Cost Principles	7
Section 3.5 Records	7
3.5.1 Incorporation of the Privacy Act	7

**COMPACT BETWEEN NOTTAWESEPPI HURON BAND OF THE POTAWATOMI
AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

3.5.1.1 Records Disclosure.....	7
3.5.1.2 Records Storage.....	7
3.5.2 Confidentiality Standards	7
3.5.3 Recordkeeping System	7
3.5.4 Limited Preemption.....	8
Section 3.6 Property	8
3.6.1 In General	8
3.6.2 Access to Federal Property	8
3.6.3 Participation in “Project Transam”	8
3.6.4 Leases	8
Section 3.7 Effect of Circulars, Policies, Manuals, Guidances and Rules.....	8
Section 3.8 Disputes	9
3.8.1 Application of Title V of the Indian Self-Determination Act	9
3.8.2 Administrative Dispute Resolution Act	9
Section 3.9 Subsequent Funding Agreements	9
3.9.1 Initiation of Negotiations.....	9
3.9.2 Continuation of Funding Agreement.....	9
Section 3.10 Health Status Reports	9
Section 3.11 Transportation and Other Supply Sources.....	10
3.11.1 Use of Motor Vehicles	10
3.11.2 Other Supply Sources	10
Section 3.12 Limitation of Costs	10
Section 3.13 Reassumption.....	10
 ARTICLE 4 — Obligations of the Tribe	 11
Section 4.1 Compact Programs.....	11
Section 4.2 Eligibility for Services	11
Section 4.3 Reallocation, Redesign and Consolidation	11
Section 4.4 Consolidation with Other Programs	11
Section 4.5 Program Income, Including Medicare/Medicaid	11
Section 4.6 Carryover of Funds	12
Section 4.7 Matching Funds	12
 ARTICLE 5 — Other Provisions.....	 12
Section 5.1 Designated Officials/Agents.....	12
Section 5.2 Indian Preference in Employment, Contracting and Sub-Contracting.....	12
Section 5.3 Federal Tort Claims Act Coverage; Insurance.....	12
5.3.1 Federal Tort Claims Act Coverage.....	12
5.3.1.1 Generally	12
5.3.2 Insurance.....	13
Section 5.4 Compact Modifications or Amendments	13
Section 5.5 Construction Funding	13
Section 5.6 Officials Not to Benefit.....	13
Section 5.7 Covenant Against Contingent Fees.....	13
Section 5.8 Use of Federal Employees.....	13
Section 5.9 Extraordinary or Unforeseen Events.....	14
Section 5.10 Mature Contractor Status Upon Compact Termination	14
Section 5.11 Sovereign Immunity	14
Section 5.12 Secretarial Interpretation and Rules of Construction.....	14

**COMPACT BETWEEN NOTTAWESEPPI HURON BAND OF THE POTAWATOMI
AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

5.12.1 Secretarial Interpretation	14
5.12.2 Rules of Construction	14
Section 5.13 Severability	15
5.13.1	15
5.13.2	15
Section 5.14 Applicability of Provisions of Title I.....	15
Section 5.15 Purchases from the Indian Health Service.....	15
ARTICLE 6 — Exhibits	15
Section 6.1 Resolution.....	15
Section 6.2 Funding Agreement	15

EXHIBITS

- Exhibit A** — Tribal Council Resolution No. 12-20-17-01 (December 20, 2017)
Exhibit B — Funding Agreement between the Nottawaseppi Huron Band of the Potawatomi and the
Secretary of Health and Human Services

**COMPACT BETWEEN NOTTAWASEPPI HURON BAND OF THE POTAWATOMI
AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

**COMPACT
BETWEEN
THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI
AND THE
UNITED STATES OF AMERICA

EFFECTIVE JANUARY 1, 2018**

This Compact of Self-Governance is made and entered into by and between the Secretary of Health and Human Services of the United States of America ("Secretary"), represented by the Director of the Indian Health Service ("Director"), and the Nottawaseppi Huron Band of the Potawatomi ("Tribe"). This Compact is entered into under the Title V of the Indian Self-Determination and Education Assistance Act ("Indian Self-Determination Act"), as amended ("Title V"), which authorizes the Secretary to enter into Compacts and Funding Agreements with Indian Tribes. The Secretary has delegated the authority to enter into this Compact and Funding Agreement to the Director. This Compact reflects the Tribe's commitment to assure access to a comprehensive, integrated, and Tribally-controlled health care delivery system.

RECITALS

WHEREAS, Federal health services to maintain and improve the health of the American Indians are consonant with and required by the Federal Government's historical and unique legal relationship with, and resulting responsibility to, the American Indian people, 25 U.S.C. § 1601(1);

WHEREAS, the Congress has declared that it is the policy of the United States, in fulfillment of its special trust responsibilities and legal obligations to the American Indian people, to ensure the highest possible health status for Indians and to provide all resources necessary to effect that policy and to raise the health status of Indians to at least the levels set forth in the goals contained within the Healthy People 2010 initiative or successor objectives, 25 U.S.C. § 1602(1)-(2);

WHEREAS, the Nottawaseppi Huron Band of the Potawatomi, a Federally recognized Indian Tribe as defined in 25 U.S.C. § 5304(e) and 25 U.S.C. § 5381(b), will provide comprehensive, integrated, and Tribally-controlled health care services directly and through purchasing other services;

**COMPACT BETWEEN NOTTAWESEPPI HURON BAND OF THE POTAWATOMI
AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

WHEREAS, Congress has found that transferring full control and funding to Tribal governments, upon tribal request, over decision making for Federal programs, services, functions, and activities (or portions thereof) is an appropriate and effective means of implementing the Federal policy of government-to-government relations with Indian Tribes and strengthens the Federal policy of self-determination and self-governance. Tribal Self-Governance Amendments of 2000, Pub. L. 106–260, § 2(6);

WHEREAS, it is the policy of Congress to call for full cooperation from the Department of Health and Human Services and its constituent agencies in the implementation of tribal self-governance to enable the United States to maintain and improve its unique and continuing relationship with, and responsibility to, Indian tribes; to ensure the continuation of the trust responsibility of the United States to Indian tribes and Indian individuals; to affirm and enable the United States to fulfill its obligations to the Indian tribes under treaties and other laws; to permit an orderly transition from Federal domination of programs and services to provide Indian tribes with meaningful authority, control, funding, and discretion to plan, conduct, redesign, and administer programs, services, functions, and activities (or portions thereof) that meet the needs of the individual tribal communities; and to provide Indian tribes with the earliest opportunity to administer programs, services, functions, and activities (or portions thereof) from throughout the Department of Health and Human Services. Pub. L. 106–260, § 3.

WHEREAS, in furtherance of the Federal policy of American Indian and Alaska Native Tribal self-determination and self-governance, Congress has directed the Secretary to carry out the “Tribal Self-Governance Program” authorized by Title V, 25 U.S.C. § 5382;

WHEREAS, Congress, in Title V, has authorized the Secretary to negotiate and implement a Compact and Funding Agreements with tribes that have satisfied the requirements set forth in 25 U.S.C. § 5383(c), 25 U.S.C. § 5384;

WHEREAS, Congress has directed that the Funding Agreement which the Secretary negotiates with the Tribe shall authorize the Tribe to plan, conduct, consolidate, administer, receive full tribal share funding, for all programs, services, functions and activities (or portions thereof), that are carried out for the benefit of Indians because of their status as Indians without regard to the agency or office of the Indian Health Service within which the program, service, function, or activity (or portion thereof) is performed, 25 U.S.C. § 5385(b)(1);

WHEREAS, the Funding Agreement shall set forth terms that generally identify the programs, services, functions or activities (or portions thereof) to be performed or administered, and the general budget category assigned for such programs, services, functions or activities; the funds to be provided, including those funds to be provided on a

**COMPACT BETWEEN NOTTAWESEPPI HURON BAND OF THE POTAWATOMI
AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

recurring basis; the time and method of transfer of the funds; the responsibilities of the Secretary; and any other provisions with respect to which the Tribe and the Secretary agree in accordance with 25 U.S.C. § 5385;

WHEREAS, the Tribe shall not be obligated to continue performance of programs, services, functions, or activities (or portions thereof) set forth in the Funding Agreement that require an expenditure of funds in excess of the amount transferred under the Compact or Funding Agreement as provided in 25 U.S.C. § 5388(k);

WHEREAS, nothing in Title V shall be construed to limit or reduce in any way the funding for any program, project or activity serving an Indian Tribe under Title V or any other applicable Federal law, 25 U.S.C. § 5395(a);

WHEREAS, in Title V, Congress has directed that the Compact or Funding Agreement that the Secretary negotiates with the Tribe shall contain certain provisions as specified in 25 U.S.C. § 5387(a);

WHEREAS, Congress has directed that each provision of Title V and this Compact and associated Funding Agreements shall be liberally construed for the benefit of the Indian Tribe participating in self-governance, and any ambiguity shall be resolved in favor of the Tribe, 25 U.S.C. § 5392(f);

WHEREAS, except as otherwise provided by law, the Secretary shall interpret all Federal laws, Executive orders, and regulations in a manner that will facilitate the inclusion of programs, services, functions, and activities (or portions thereof) and funds associated therewith into this Compact and associated Funding Agreements; the implementation of this Compact and associated Funding Agreements; and the achievement of the Tribe's health goals and objectives, 25 U.S.C. § 5392(a);

WHEREAS, the Tribal Council of the Nottawaseppi Huron Band of the Potawatomi, by Resolution No. 12-20-17-01 (December 20, 2017) has authorized the Chairperson to enter into this Compact and associated Funding Agreements with the Secretary on behalf of the Tribe;

NOW, THEREFORE, the Secretary and the Tribe do hereby agree to enter into, undertake, and be bound by this Compact as set forth in Title V.

**COMPACT BETWEEN NOTTAWESEPPI HURON BAND OF THE POTAWATOMI
AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

ARTICLE 1 — AUTHORITY AND PURPOSES

SECTION 1.1 – AUTHORITY. This Compact of Self-Governance is authorized by Title V, as amended, 25 U.S.C. §§ 5381-5399, and is hereby entered into by the Secretary, represented by the Director of the Indian Health Service, and the Tribe, represented by its Chairperson. The Director, by signing this Compact, commits the Secretary to the extent and within the scope of the Secretary's delegation of authority to enter into Compacts and Funding Agreements pursuant to Title V or as otherwise authorized.

SECTION 1.2 – PURPOSES.

1.2.1 TRANSFER OF FULL CONTROL OVER PROGRAMS, SERVICES, FUNCTIONS, AND ACTIVITIES. A purpose of this Compact is to effectuate the orderly transfer of the full control over programs, services, functions, and activities (or portions thereof) and associated funding to the Tribe, as identified in the Funding Agreement.

1.2.2 TRIBAL PLANNING, CONDUCTING, CONSOLIDATION, REDESIGN AND ADMINISTRATION OF PROGRAMS, SERVICES, FUNCTIONS, AND ACTIVITIES. This Compact provides the Tribe with meaningful authority, control, funding, and discretion to plan, conduct, consolidate, redesign and administer programs, services, functions, and activities of the Indian Health Service under the terms set forth in the Compact as provided in Title V, and to reallocate funds for such programs, services, functions, and activities according to the priorities of the Tribe, in accordance with 25 U.S.C. §§ 5385 and 5386.

1.2.3 IMPROVEMENT OF GOVERNMENT-TO-GOVERNMENT RELATIONSHIP. This Compact enables the United States to maintain and improve its unique and continuing relationship with and responsibility to the Tribe through Tribal self-governance consistent with: Pub. L. 106-260, § 3(2)(E); the November 5, 2009 Memorandum for the Heads of Executive Departments and Agencies, the April 29, 1994 Memorandum from the President of the United States of America for the Heads of Executive Departments and Agencies; Executive Order 13175 on Consultation and Coordination with Indian Tribal Governments; the September 23, 2004 Memorandum from the President of the United States of America for the Heads of Executive Departments and Agencies; and the Department of Health and Human Services Tribal Consultation Policy. The Secretary hereby pledges that the Indian Health Service will conduct all relations with the Tribe on a government-to-government basis and consistent with such authorities.

SECTION 1.3 – APPLICABLE LAW. The parties agree that the laws of the United States shall apply to any dispute between the United States and the Tribe arising out of the Compact or Funding Agreement. Nothing in this Compact shall be construed to diminish the applicability of the laws of the Tribe with regard to any matter or action involving a

**COMPACT BETWEEN NOTTAWESEPPI HURON BAND OF THE POTAWATOMI
AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

party other than the United States.

ARTICLE 2 — OBLIGATIONS OF THE UNITED STATES

SECTION 2.1 – TRUST RESPONSIBILITY. The Secretary is prohibited from waiving, modifying, or diminishing in any way the trust responsibility of the United States with respect to the Tribe and individual Indians that exists under treaties, Executive orders, other laws or court decisions. 25 U.S.C. § 5387(g).

SECTION 2.2 – PROGRAMS RETAINED.

2.2.1 SECRETARIAL RESPONSIBILITY. The Secretary hereby retains the responsibility for the programs, services, functions, and activities that are not assumed by the Tribe through its Funding Agreement, and the Tribe shall continue to be entitled to the full benefit of those programs, services, functions, and activities retained by the Indian Health Service.

2.2.2 INFORMATION REGARDING SERVICES OF THE INDIAN HEALTH SERVICE. At the written request of the Tribe, the Indian Health Service shall provide the Tribe with a written list of the programs, services, functions, and activities that continue to be operated by the Indian Health Service that the Tribe is eligible to assume. To the fullest extent permitted by law, the Secretary will respond to requests from the Tribe to provide information, including financial data, relevant to the Indian Health Service's ongoing programs, services, functions, or activities. The Secretary will cooperate with the Tribe to facilitate the inclusion of programs, services, functions, and activities in future Funding Agreements.

SECTION 2.3 – ELIGIBILITY FOR NEW PROGRAMS, SERVICES, FUNCTIONS, AND ACTIVITIES AND ASSOCIATED FUNDING. The Tribe shall be eligible for new programs, services, functions, and activities and associated funding on the same basis as other tribes. When new programs, services, functions, or activities become available, the Secretary shall advise the Tribe.

SECTION 2.4 – SAVINGS. To the extent that programs, services, functions and activities (or portions thereof) carried out by Indian Tribes under Title V reduce the administrative or other responsibilities of the Secretary with respect to the operation of Indian programs and result in savings that have not otherwise been included in the amount of Tribal shares and other funds determined under 25 U.S.C. § 5388(c), the Secretary shall make such savings available to Indian Tribes, including the Tribe, Inter-Tribal consortia, or Tribal organizations, for the provision of additional services to program beneficiaries in a manner equitable to directly served, contracted, and compacted programs. 25 U.S.C. § 5387(f).

**COMPACT BETWEEN NOTTAWESEPPI HURON BAND OF THE POTAWATOMI
AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

SECTION 2.5 – REPORTS TO CONGRESS. In accordance with 25 U.S.C. § 5394, the Secretary shall submit to the Senate Committee on Indian Affairs and the House Resources Committee a written report not later than January 1 of each year on the administration of Title V. Each report shall include a detailed analysis of the level of need being presently funded or unfunded for the Tribe directly by the Secretary under this Compact and associated Funding Agreements. The contents of each report shall comply with 25 U.S.C. § 5394(b). In compiling the reports, the Secretary may not impose any reporting requirements on the Tribe not otherwise provided in Title V. The Secretary shall provide the Tribe with a draft of each report required to be submitted to Congress under this provision for a thirty (30) day comment period prior to the submission of the report to Congress so that the Tribe may comment on the report. The Secretary shall include the Tribe's comments in the final report to Congress.

ARTICLE 3 — TERM AND GENERAL PROVISIONS

SECTION 3.1 – TERM AND EFFECTIVE DATE. This Compact shall be effective on January 1, 2018. Provided the Tribe has a Funding Agreement in effect, this Compact shall remain in effect until amended or terminated by mutual written agreement, retrocession, or reassumption pursuant to 25 U.S.C. § 5384(d).

SECTION 3.2 – FUNDING AMOUNT. Subject to the appropriation of funds by the Congress of the United States and in accordance with 25 U.S.C. § 5388, the Secretary shall provide the total amounts specified in the Funding Agreement. Such amount shall not be less than the applicable amount determined pursuant to section 106(a) of the Indian Self-Determination Act (25 U.S.C. § 5325). The Secretary is expressly prohibited from reducing the amount of funds required by the Indian Self-Determination Act in subsequent years except as permitted by 25 U.S.C. § 5388(d)(1)(C)(ii).

SECTION 3.3 – PAYMENT.

3.3.1 PAYMENT SCHEDULE. Payment shall be made according to the schedule set forth in the Funding Agreement and shall include financial arrangements to cover funding during periods under continuing Congressional resolutions to the extent permitted by such resolutions.

3.3.2 INTEREST ON ADVANCES. The Tribe shall be permitted to retain interest earned on funds paid under a Funding Agreement. Interest earned on such payments shall not diminish the amount of funds the Tribe is authorized to receive under its Funding Agreement in the year earned or in any subsequent fiscal year. 25 U.S.C. § 5388(h).

**COMPACT BETWEEN NOTTAWESEPPI HURON BAND OF THE POTAWATOMI
AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

3.3.3 INVESTMENT. All funds transferred under the Funding Agreement pursuant to this Compact shall be managed using the prudent investment standard pursuant to 25 U.S.C. § 5388(h).

SECTION 3.4 – AUDITS.

3.4.1 SINGLE AUDIT. The Tribe shall provide to the Federal Audit Clearinghouse (or its successor), an annual single organization-wide audit as prescribed by the Single Audit Act of 1984, as amended, 31 U.S.C. §§ 7501-7506.

3.4.2 COST PRINCIPLES. The Tribe shall apply the federal cost principles located in 45 C.F.R. Part 75, except as modified by 25 U.S.C. § 5325, other provisions of law, or by any applicable exemptions granted by the Office of Management and Budget. No other audit or accounting standards shall be required by the Secretary. Any claim by the Federal Government for disallowed costs against the Tribe relating to funds received under a Funding Agreement based on a single agency audit report required by 31 U.S.C. Chapter 75 shall be subject to the provisions of 25 U.S.C. § 5325(f). 25 U.S.C. § 5386(c)(2).

SECTION 3.5 – RECORDS.

3.5.1 INCORPORATION OF THE PRIVACY ACT. Pursuant to 25 U.S.C. § 5386(d)(1), records of the Tribe shall not be considered Federal records for purposes of chapter 5 of title 5 of the United States Code, except that:

3.5.1.1 RECORDS DISCLOSURE. Patient records, financial records and personnel records may be disclosed only in accordance with 5 U.S.C. § 552a(b) and other applicable law; and

3.5.1.2 RECORDS STORAGE. Pursuant to 25 U.S.C. § 5324 and 42 C.F.R. § 137.178, the patient records generated by the Tribe may be stored, at the option of the Tribe, at Federal Records Centers to the same extent and in the same manner as other U.S. Department of Health and Human Services' patient records.

3.5.2 CONFIDENTIALITY STANDARDS. The Tribe will maintain confidentiality in accordance with the Tribe's laws, regulations, policies and procedures, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Federal Privacy Act of 1974 ("Privacy Act") to the extent the Privacy Act is applicable.

3.5.3 RECORDKEEPING SYSTEM. The Tribe shall maintain a recordkeeping system pursuant to the requirements of the Tribe's laws, regulations, policies and procedures. The Tribe will assure that its recordkeeping system, and reasonable access to such records by the

**COMPACT BETWEEN NOTTAWESEPPI HURON BAND OF THE POTAWATOMI
AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

Secretary, will satisfy the requirements of 25 U.S.C. § 5386(d)(2) and 42 C.F.R. §§ 137.175 and 137.177.

3.5.4 LIMITED PREEMPTION. To the extent permitted under federal law, including HIPAA, 45 C.F.R. § 160.203, those laws, regulations, policies and procedures of the Tribe that provide more protection to patient records, financial records or personnel records shall not be preempted by Federal statutes, regulations, policies and procedures, provided they do not impede the reasonable access by the Secretary required under 25 U.S.C. § 5386(d)(2).

SECTION 3.6 – PROPERTY.

3.6.1 IN GENERAL. The provisions of 25 U.S.C. § 5392(c) are hereby incorporated by reference into this Compact.

3.6.2 ACCESS TO FEDERAL PROPERTY. To the extent Indian Health Service has been provided notice of the availability of Federal property that may be made available to tribes under Title V, and to the extent notice is provided to other tribes, the Secretary shall provide notice of such to the Tribe.

3.6.3 PARTICIPATION IN “PROJECT TRANSAM.” The Tribe shall be notified of and authorized (to the extent Indian Health Service has authority to provide authorization) to participate in property screenings associated with “Project Transam” (or any successor project) by Indian Health Service Headquarters. Such notification may be made by publishing it on a webpage available to the Tribe. Inventory of available assets may be published on the following webpage <https://www.ihs.gov/transam/> or other Transam webpage available to the Tribe.

3.6.4 LEASES. Upon the request of the Tribe, the Secretary shall enter into a lease with the Tribe if the Tribe has title to, a leasehold interest in, or a trust interest in, a facility used by the Tribe for the administration and delivery of services under the Indian Self-Determination Act. 25 U.S.C. § 5324(l)(1).

SECTION 3.7 – EFFECT OF CIRCULARS, POLICIES, MANUALS, GUIDANCES AND RULES. Pursuant to 25 U.S.C. § 5397(e), unless expressly agreed to by the Tribe in this Compact or associated Funding Agreements, the Tribe shall not be subject to any agency circular, policy, manual, guidance, or rule adopted by the Indian Health Service, except for the eligibility provisions of 25 U.S.C. § 5324(g) and regulations promulgated under 25 U.S.C. § 5397 (*see* 42 C.F.R. Part 137), unless such regulations have been waived pursuant to 25 U.S.C. § 5392(b). (*See* 42 C.F.R. Part 137 Subpart J.)

**COMPACT BETWEEN NOTTAWESEPPI HURON BAND OF THE POTAWATOMI
AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

SECTION 3.8 – DISPUTES.

3.8.1 APPLICATION OF TITLE V OF THE INDIAN SELF-DETERMINATION ACT. All disputes between the Indian Health Service and the Tribe under this Compact shall be subject to Title V and the provisions of 25 U.S.C. § 5331 and all remedies provided for therein. Actions and proceedings to enforce the Tribe's rights and the Secretary's obligations under this Compact shall be subject to the Equal Access to Justice Act, Public Law 96-481, 5 U.S.C. § 504, as amended, to the extent allowed by Federal statutes and regulations. *See* 42 C.F.R. § 137.450.

3.8.2 ADMINISTRATIVE DISPUTE RESOLUTION ACT. In the alternative, the Indian Health Service and the Tribe may use the processes authorized and encouraged in the Administrative Dispute Resolution Act, 5 U.S.C. §§ 571-584, for more informal resolution of disputes arising under this Compact and associated Funding Agreements.

SECTION 3.9 – SUBSEQUENT FUNDING AGREEMENTS.

3.9.1 INITIATION OF NEGOTIATIONS. The negotiation process for subsequent Funding Agreements shall begin within 30 days of a request by the Tribe (or at some other date agreed upon by the parties). The Secretary will provide, to the extent such information is available, financial and other information relevant to the programs, services, functions, and activities carried out by the Tribe, at least 60 days prior to the end of the term of the Funding Agreement, and comply with the Tribe's request for information needed to determine funds that may be available for a successor Funding Agreement.

3.9.2 CONTINUATION OF FUNDING AGREEMENT. Provided this Compact remains in effect pursuant to Section 3.1 (Term and Effective Date), pursuant to 25 U.S.C. § 5385(e) and 42 C.F.R. §§ 137.55 and 137.56, absent notification from the Tribe that it is withdrawing or retroceding the operation of one or more programs, services, functions, or activities identified in a Funding Agreement entered into pursuant to this Compact, or unless otherwise agreed to by the parties, the last executed Funding Agreement, including all recurring increases received and continuing eligibility for other increases, shall remain in full force and effect until a subsequent Funding Agreement is executed. The terms of the subsequent Funding Agreement shall be retroactive to the end of the term of the preceding Funding Agreement, unless a later effective date was mutually agreed upon.

SECTION 3.10 – HEALTH STATUS REPORTS. In accordance with 25 U.S.C. § 5387(a)(1), the Tribe shall provide the Secretary a health status and service delivery report to the extent that relevant data is not otherwise available to the Secretary and specific funds for this purpose are provided to the Tribe in its Funding Agreement. Such reporting may impose only minimal burdens on the Tribe and such requirements must have been promulgated

**COMPACT BETWEEN NOTTAWESEPPI HURON BAND OF THE POTAWATOMI
AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

under 25 U.S.C. § 5397.

SECTION 3.11 – TRANSPORTATION AND OTHER SUPPLY SOURCES.

3.11.1 USE OF MOTOR VEHICLES. Subject to agreement of the General Services Administration and at the Tribe's request, the Secretary shall make best efforts to acquire Interagency Motor Pool vehicles and related services for performance of programs, services, functions and activities under this Compact and associated Funding Agreements in accordance with General Services Administration regulations. The Tribe will satisfy any reporting requirements to the extent provided for in agreements between the Tribe and the General Services Administration, which will not be attached to this Compact or Funding Agreement or incorporated by reference into this Compact or Funding Agreements. Pursuant to 25 U.S.C. § 5329(c)(1)(b)(10), the Secretary shall authorize the Tribe to obtain interagency motor pool vehicles and related services for performance of any activities carried out under this Compact.

3.11.2 OTHER SUPPLY SOURCES. In the event the Tribe elects to carry out the Compact or Funding Agreement with the use of Federal personnel, Federal supplies (including supplies available from Federal warehouse facilities), Federal supply sources (including lodging, airline transportation, and other means of transportation including the use of interagency motor pool vehicles) or other Federal resources (including supplies, services, and resources available to the Secretary under any procurement contracts in which the Department is eligible to participate), the Secretary shall acquire and transfer such personnel, supplies, or resources to the Tribe. 25 U.S.C. § 5388(e).

SECTION 3.12 – LIMITATION OF COSTS. If at any time the Tribe has reason to believe that the total amount provided for a specific program, service, function, or activity in the Compact or Funding Agreement is insufficient, the Tribe shall provide reasonable notice of such insufficiency to the Secretary. If the Secretary does not increase the amount of funds transferred under the Funding Agreement, the Tribe may suspend performance of the program, service, function, or activity until such time as additional funds are transferred. 25 U.S.C. § 5388(k).

SECTION 3.13 – REASSUMPTION. The Secretary may reassume operation of a program, service, function, or activity (or portions thereof) carried out by the Tribe under this Compact and associated Funding Agreements, and the funding associated with such program, service, function or activity (or portion thereof), pursuant to 25 U.S.C. § 5387(a)(2) and the regulations at 42 C.F.R. Part 137, Subpart M.

ARTICLE 4 — OBLIGATIONS OF THE TRIBE

SECTION 4.1 – COMPACT PROGRAMS. The programs, services, functions, and activities that are the responsibility of the Tribe under this Compact are identified in the Tribe's Funding Agreement.

SECTION 4.2 – ELIGIBILITY FOR SERVICES. In determining eligibility for services, the Tribe shall comply with applicable eligibility provisions set forth in the Indian Health Care Improvement Act, as amended, applicable Federal regulations, and other applicable Federal law.

SECTION 4.3 – REALLOCATION, REDESIGN AND CONSOLIDATION. In accordance with 25 U.S.C. § 5386(e), the Tribe may redesign or consolidate programs, services, functions, and activities (or portions thereof) included in the Funding Agreement under 25 U.S.C. § 5385 and reallocate or redirect funds for such programs, services, functions, and activities (or portions thereof) in any manner that the Tribe deems to be in the best interest of the health and welfare of the Indian community being served, only if the redesign or consolidation does not have the effect of denying eligibility for services to population groups otherwise eligible to be served under applicable Federal law.

SECTION 4.4 – CONSOLIDATION WITH OTHER PROGRAMS. The Tribe may consolidate programs, services, functions, and activities and associated funds identified in its Funding Agreement with other programs, services, functions, and activities provided with its own funds or funds from other sources, provided that the programs, services, functions, and activities are allowable for inclusion in a Funding Agreement under 25 U.S.C. § 5385. In cases in which the Tribe consolidates programs, services, functions, and activities under this section, the Tribe shall not be required to separate dollars or programs, services, functions, and activities so long as the Tribe can provide sufficient data to permit an acceptable program and financial audit to be conducted.

SECTION 4.5 – PROGRAM INCOME, INCLUDING MEDICARE/MEDICAID. All Medicare, Medicaid or other program income earned by the Tribe shall be in addition to that negotiated in the Funding Agreement, and the Tribe may retain all such income, including Medicare/Medicaid, and expend such funds in the current year or in future years, except to the extent that the Indian Health Care Improvement Act (25 U.S.C. §§ 1601-1685) provides otherwise for Medicare and Medicaid receipts. Such additional funds shall not result in any off-set or reduction in the negotiated amount of the Funding Agreement. 25 U.S.C. § 5388(j).

**COMPACT BETWEEN NOTTAWESEPPI HURON BAND OF THE POTAWATOMI
AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

SECTION 4.6 – CARRYOVER OF FUNDS. All funds paid to the Tribe in accordance with this Compact or associated Funding Agreements shall remain available until expended. In the event the Tribe elects to carry over funding from one year to the next, such carryover shall not diminish the amount of funds the Tribe is authorized to receive under its Funding Agreement in that or any subsequent fiscal year. 25 U.S.C. § 5388(i).

SECTION 4.7 – MATCHING FUNDS. All funds provided under this Compact or associated Funding Agreements shall be treated as non-Federal funds for purposes of meeting matching or other cost participation requirements under any other Federal or non-Federal program pursuant to 25 U.S.C. § 5392(d).

ARTICLE 5 — OTHER PROVISIONS

SECTION 5.1 – DESIGNATED OFFICIALS/AGENTS. On or before the effective date of this Compact, the Secretary and the Tribe each shall provide a written designation of an individual(s) as their representative(s)/liaison(s). The Secretary and the Tribe shall direct all communications about the Compact, and relevant Funding Agreement, to the appropriate designee to the extent consistent with applicable law. Reference herein to the Tribe or the Secretary shall include the respective Designated Official thereof. Should the Secretary or the Tribe, during this Compact, designate a different individual as their representative/liaison, the parties shall inform the other party in writing at the time of the designee change.

SECTION 5.2 – INDIAN PREFERENCE IN EMPLOYMENT, CONTRACTING AND SUB-CONTRACTING. The Tribal employment and contract preference laws of the Tribe shall govern with respect to the Tribe's administration of the Compact and associated Funding Agreements or portions thereof.

SECTION 5.3 – FEDERAL TORT CLAIMS ACT COVERAGE; INSURANCE.

5.3.1 FEDERAL TORT CLAIMS ACT COVERAGE.

5.3.1.1 GENERALLY. For purposes of Federal Tort Claims Act coverage, the Tribe is deemed to be part of the Federal government while carrying out this Compact and associated Funding Agreements. The Tribe's employees (including those acting on behalf of the Tribe as provided in section 2671 of title 28, and including any individual who provides health care services pursuant to a personal services contract with Tribe) are deemed to be employees of the Federal government while performing work under this Compact and any associated Funding Agreements. This status is not changed by the source of the funds used by the Tribe to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Tribe. Such employees shall be deemed to be acting within the scope of their employment in carrying out such Compact and Funding Agreements when they are required, by reason of

**COMPACT BETWEEN NOTTAWESEPPI HURON BAND OF THE POTAWATOMI
AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

such employment, to perform medical, surgical, dental or related functions to provide health services to non-Indian Health Service beneficiaries in order to meet contractual obligations. These services may be provided at the Tribe's facility or a non-Tribal facility. The employee's status for Federal Tort Claims Act purposes is not affected.

5.3.2 INSURANCE. The Tribe may, without approval of the Secretary, expend funds provided under this Compact and associated Funding Agreements to purchase insurance and indemnification, including insurance covering the risk of loss of or damage to property used in connection with this Compact and associated Funding Agreements without regard to the ownership of such property, to the extent that the expenditure of the funds is supportive of the programs, services, functions and activities carried out by the Tribe under this Compact and associated Funding Agreements. 25 U.S.C. § 5325(k)(8).

SECTION 5.4 – COMPACT MODIFICATIONS OR AMENDMENTS. Amendment to this Compact must be in writing and be signed by the authorized signatory for the Tribe and the Secretary.

SECTION 5.5 – CONSTRUCTION FUNDING. The Tribe may carry out construction projects or programs in accordance with Title V, the Indian Health Care Improvement Act, and Public Law 86-121.

SECTION 5.6 – OFFICIALS NOT TO BENEFIT. No member of Congress or resident commissioner, shall be admitted to any share or part of any contract executed pursuant to this Compact, or to any benefit that may arise from such Compact. This section 5.6 may not be construed to apply to any contract with a third party entered into under this Compact if such contract is made with a corporation for the general benefit of the corporation. 25 U.S.C. § 5329(c)(1)(e)(3).

SECTION 5.7 – COVENANT AGAINST CONTINGENT FEES. The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Compact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Tribe for the purpose of securing business. 25 U.S.C. § 5329(c)(e)(4).

SECTION 5.8 – USE OF FEDERAL EMPLOYEES. The provisions of 25 U.S.C. § 5323 shall apply to individual Memoranda of Agreement and Intergovernmental Personnel Act Agreements entered into by the Indian Health Service to assign or detail individuals to the Tribe under this Compact and associated Funding Agreements. Individual Memoranda of Agreement and Intergovernmental Personnel Act Agreements entered into under this section 5.8 shall not be incorporated by reference into this Compact or a Funding Agreement under

**COMPACT BETWEEN NOTTAWESEPPI HURON BAND OF THE POTAWATOMI
AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

this Compact.

SECTION 5.9 – EXTRAORDINARY OR UNFORESEEN EVENTS. This Compact is intended to obligate the Tribe to carry out all usual and ordinary functions respecting the programs, services, functions, and activities for which it is undertaking to assume responsibility under its Funding Agreement. In the event major unforeseen or extraordinary events occur, as jointly identified by the Tribe and the Secretary, with consequences beyond the control of the Tribe, the Indian Health Service will make resources available to the Tribe to deal with such major unforeseen or extraordinary event on the same basis as they would have been available to non-Compact tribes or the Indian Health Service had they encountered such major unforeseen or extraordinary event.

SECTION 5.10 – MATURE CONTRACTOR STATUS UPON COMPACT TERMINATION. In accordance with 25 U.S.C. § 5386(g)(3), should the Tribe elect to convert all or some of the programs, services, functions, or activities operated under the Compact back to contract status under Title I of the Indian Self-Determination Act (“Title I”), the resulting self-determination contract shall be a mature self-determination contract. Such conversion would occur only at the end of the Compact term, on another date mutually acceptable to the Tribe and the Secretary, or as otherwise provided in this Compact, and will be implemented in a manner which avoids any interruption of services.

SECTION 5.11 – SOVEREIGN IMMUNITY. Nothing in this Compact or in any Funding Agreement shall be construed as affecting, modifying, diminishing, or otherwise impairing the sovereign immunity from suit enjoyed by the Tribe or as a waiver by the Tribe or the United States of America of its sovereign immunity.

SECTION 5.12 – SECRETARIAL INTERPRETATION AND RULES OF CONSTRUCTION.

5.12.1 SECRETARIAL INTERPRETATION. Except as otherwise provided by law, the Secretary shall interpret all Federal laws, Executive orders, and regulations in a manner that will facilitate the inclusion of programs, services, functions, and activities (or portions thereof) and funds associated therewith, into this Compact and the associated Funding Agreements, the implementation of this Compact and the associated Funding Agreements, and achievement of the Tribe’s health goals and objectives. 25 U.S.C. § 5392(a).

5.12.2 RULES OF CONSTRUCTION. Each provision of Title V and of this Compact and associated Funding Agreements shall be liberally construed for the benefit of the Tribe, and any ambiguity shall be resolved in favor of the Tribe. 25 U.S.C. § 5392(f).

**COMPACT BETWEEN NOTTAWESEPPI HURON BAND OF THE POTAWATOMI
AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018**

SECTION 5.13 – SEVERABILITY.

5.13.1 Except as provided in this section, this Compact shall not be considered invalid, void or voidable if any section or provision of this Compact is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction.

5.13.2 The parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of this Compact.

SECTION 5.14 – APPLICABILITY OF PROVISIONS OF TITLE I. At the request of the Tribe, any provision of Title I, not already specified in 25 U.S.C. § 5396(a), to the extent such provision does not conflict with a provision in Title V, shall be made a part of this Compact and the associated Funding Agreements. The Secretary is obligated to include such provision at the option of the Tribe. If such provision is incorporated, it shall have the same force and effect as if it were set out in full in Title V. In the event the Tribe requests such incorporation at the negotiation stage of this Compact or a Funding Agreement, such incorporation shall be deemed effective immediately and shall control the negotiation and resulting Compact and Funding Agreement. 25 U.S.C. § 5396(b).

SECTION 5.15 – PURCHASES FROM THE INDIAN HEALTH SERVICE. With respect to programs, services, functions, or activities transferred by the Indian Health Service to the Tribe under this Compact or associated Funding Agreements, the Indian Health Service shall provide goods and services to the Tribe, on a reimbursable basis, including payment in advance with subsequent adjustment. The reimbursements received from those goods and services, along with the funds received from the Tribe pursuant to Title V, may be credited to the same or subsequent appropriation account which provided the funding, such amounts to remain available until expended. 25 U.S.C. § 5388(f).

ARTICLE 6 — EXHIBITS

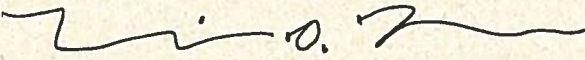
SECTION 6.1 – RESOLUTION. Resolution No. 12-20-17-01 (December 20, 2017) of the Tribal Council of the Nottawaseppi Huron Band of the Potawatomi is attached as Exhibit A.

SECTION 6.2 – FUNDING AGREEMENT. Each Funding Agreement entered into between the Secretary of Health and Human Services, represented by the Director of the Indian Health Service, and the Tribe shall be governed by this Compact. Each Funding Agreement entered into pursuant to this Compact shall be attached hereto and incorporated by reference as Exhibit B.

COMPACT BETWEEN NOTTAWESEPPi HURON BAND OF THE POTAWATOMI
AND THE UNITED STATES OF AMERICA
EFFECTIVE JANUARY 1, 2018

UNITED STATES OF AMERICA
SECRETARY OF HEALTH AND HUMAN SERVICES

BY: _____



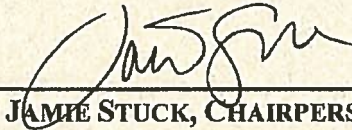
ACTING DIRECTOR,
INDIAN HEALTH SERVICE

DATE: _____

DEC 28 2017

NOTTAWASEPPi HURON BAND OF THE POTAWATOMI

BY: _____



JAMIE STUCK, CHAIRPERSON

DATE: _____

December 21, 2017

EXHIBIT A

Resolution



**NOTTAWASEPPI HURON
BAND OF THE POTAWATOMI**
A FEDERALLY RECOGNIZED TRIBAL GOVERNMENT

**NOTTAWASEPPI HURON BAND OF THE POTAWATOMI
RESOLUTION NO. 12-20-17-01**

**Authorizing Execution of Self-Governance Compact and Funding Agreement with the
Indian Health Service Under Title V of the Indian Self-Determination and Education
Assistance Act, 25 U.S.C. §§ 5301 et seq.**

WHEREAS: On December 21, 1995, the Department of the Interior recognized the Nottawaseppi Huron Band of the Potawatomi, as a federally recognized Indian Tribe pursuant to the Federal Acknowledgment Process (60 Fed. Reg. 66315);

WHEREAS: Article VI, Section 1 of the Tribe's Constitution empowers the Tribal Council to negotiate with and enter into agreements with federal government, as well as to promote and protect the health, safety, and general welfare of the Band and its members;

WHEREAS: the Tribe has carried out the programs, services, functions, and activities (PSFAs) of the Indian Health Service pursuant to a contract and annual funding agreements entered into under Title I of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301 *et seq.* (ISDEAA); and

WHEREAS: the Tribe has been pursuing multiple strategies to improve and expand its health program to better meet the needs of the community under a new Self-Governance Compact and Funding Agreement under Title V of the ISDEAA; and

WHEREAS: pursuant to Tribal Council Resolution No. 10-19-17-11, the Tribal Council authorized its Chairperson, in collaboration with legal counsel and other representatives of the Tribe, to formally request commencement of negotiations with the Indian Health Service on the language of a new Self-Governance Compact and Funding Agreement under Title V of the ISDEAA;

WHEREAS: the Tribe and the Indian Health Service have completed negotiations on the language of a new Self-Governance Compact and Funding Agreement under Title V of the ISDEAA;

WHEREAS: the Tribe will carry out prior, new, and expanded PSFAs under the new Self-Governance Compact and Funding Agreement under Title V of the ISDEAA;

WHEREAS: the Tribal Council has reviewed the negotiated Self-Governance Compact and Funding Agreement; and

WHEREAS: the Tribe and Indian Health Service are continuing, or may continue, to negotiate the Contract Support Cost requirements associated with the new Self-Governance Funding Agreement beginning in Calendar Year 2018.

T.C. RESOLUTION NO. 12-20-17-01

IHS SELF-GOVERNANCE COMPACT/FUNDING AGREEMENT APPROVAL

APPROVED BY TRIBAL COUNCIL: DECEMBER 20, 2017

PAGE 1 OF 2

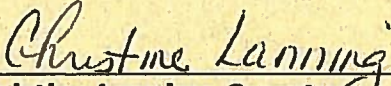
NOW THEREFORE BE IT RESOLVED that the Tribal Council approves entering into the new Self-Governance Compact and Funding Agreement with the Indian Health Service pursuant to Title V of the ISDEAA; and

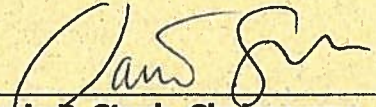
BE IT FURTHER RESOLVED, the Tribal Council authorizes the Chairperson (or his designee) to complete negotiations and execute the final documents for entering into the Self-Governance Compact and Funding Agreement with the Secretary of Health and Human Services to carry out PSFAs of the Indian Health Service, including the final Contract Support Cost requirements. Pursuant to this authorization, the Chairperson (or his designee) may, in consultation with legal counsel, pursue any remedies available to the Tribe under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. § 7101 et seq., should the parties fail to reach a negotiated resolution of Contract Support Cost requirements.

###

CERTIFICATION

On December 20, 2017, this resolution was approved at a special meeting of the Tribal Council duly called and held for this purpose on the Pine Creek Indian Reservation, a quorum being present, by an affirmative vote 5 members, 0 opposing, 0 absent, and 0 abstaining.


Christine Lanning, Secretary


Jamie P. Stuck, Chairperson

Distribution: Government Records
Indian Health Service
Legal Department
Finance Department

EXHIBIT B

Funding Agreement



**NOTTAWASEPPI HURON
BAND OF THE POTAWATOMI**

A FEDERALLY RECOGNIZED TRIBAL GOVERNMENT

**NOTTAWASEPPI HURON BAND OF THE POTAWATOMI
RESOLUTION NO. 12-20-17-01**

**Authorizing Execution of Self-Governance Compact and Funding Agreement with the
Indian Health Service Under Title V of the Indian Self-Determination and Education
Assistance Act, 25 U.S.C. §§ 5301 et seq.**

WHEREAS: On December 21, 1995, the Department of the Interior recognized the Nottawaseppi Huron Band of the Potawatomi, as a federally recognized Indian Tribe pursuant to the Federal Acknowledgment Process (60 Fed. Reg. 66315);

WHEREAS: Article VI, Section 1 of the Tribe's Constitution empowers the Tribal Council to negotiate with and enter into agreements with federal government, as well as to promote and protect the health, safety, and general welfare of the Band and its members;

WHEREAS: the Tribe has carried out the programs, services, functions, and activities (PSFAs) of the Indian Health Service pursuant to a contract and annual funding agreements entered into under Title I of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301 *et seq.* (ISDEAA); and

WHEREAS: the Tribe has been pursuing multiple strategies to improve and expand its health program to better meet the needs of the community under a new Self-Governance Compact and Funding Agreement under Title V of the ISDEAA; and

WHEREAS: pursuant to Tribal Council Resolution No. 10-19-17-11, the Tribal Council authorized its Chairperson, in collaboration with legal counsel and other representatives of the Tribe, to formally request commencement of negotiations with the Indian Health Service on the language of a new Self-Governance Compact and Funding Agreement under Title V of the ISDEAA;

WHEREAS: the Tribe and the Indian Health Service have completed negotiations on the language of a new Self-Governance Compact and Funding Agreement under Title V of the ISDEAA;

WHEREAS: the Tribe will carry out prior, new, and expanded PSFAs under the new Self-Governance Compact and Funding Agreement under Title V of the ISDEAA;

WHEREAS: the Tribal Council has reviewed the negotiated Self-Governance Compact and Funding Agreement; and

WHEREAS: the Tribe and Indian Health Service are continuing, or may continue, to negotiate the Contract Support Cost requirements associated with the new Self-Governance Funding Agreement beginning in Calendar Year 2018.

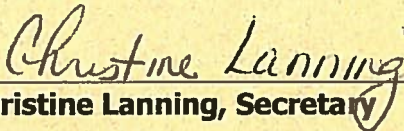
NOW THEREFORE BE IT RESOLVED that the Tribal Council approves entering into the new Self-Governance Compact and Funding Agreement with the Indian Health Service pursuant to Title V of the ISDEAA; and

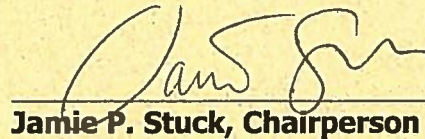
BE IT FURTHER RESOLVED, the Tribal Council authorizes the Chairperson (or his designee) to complete negotiations and execute the final documents for entering into the Self-Governance Compact and Funding Agreement with the Secretary of Health and Human Services to carry out PSFAs of the Indian Health Service, including the final Contract Support Cost requirements. Pursuant to this authorization, the Chairperson (or his designee) may, in consultation with legal counsel, pursue any remedies available to the Tribe under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. § 7101 et seq., should the parties fail to reach a negotiated resolution of Contract Support Cost requirements.

###

CERTIFICATION

On December 20, 2017, this resolution was approved at a special meeting of the Tribal Council duly called and held for this purpose on the Pine Creek Indian Reservation, a quorum being present, by an affirmative vote 5 members, 0 opposing, 0 absent, and 0 abstaining.


Christine Lanning, Secretary


Jamie P. Stuck, Chairperson

Distribution: Government Records
Indian Health Service
Legal Department
Finance Department

NHBP Certified Copy
True Certified Copy Shall Be Embossed
Signed by Sandy Blair
Date 12/21/2017

FUNDING AGREEMENT
BETWEEN
THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI
AND THE
UNITED STATES OF AMERICA

EFFECTIVE JANUARY 1, 2018

TABLE OF CONTENTS

SECTION 1 — Obligations of the IHS	1
1.1 Generally	1
1.2 Retained PSFAs.....	1
1.3 Other Federal Obligations	2
1.3.1 HIPAA/HITECH Compliance.....	2
1.3.2 Intellectual Property	2
1.3.3 Reports	2
1.3.4 Catastrophic Health Emergency Fund (CHEF).....	2
SECTION 2 — Obligations of NHBP	2
SECTION 3 — Tribal Programs and Budget	3
3.1 NHBP's Responsibilities.....	3
3.2 Programs, Services, Functions and Activities (PSFAs)	3
3.2.1 Clinical Services.....	3
3.2.2 Primary and Urgent Care.....	3
3.2.3 Ancillary Care	4
3.2.4 Pharmaceutical Services.....	4
3.2.5 Dental Services.....	4
3.2.6 Podiatric Services	4
3.2.7 Vision and Eye Care Services	4
3.2.8 Audiology.....	4
3.2.9 Dermatology.....	4
3.2.10 Diabetes Treatment, Management, & Prevention	5
3.2.11 Therapy and Physical Rehabilitation Services	5
3.2.12 Maternal and Child Health Services.....	5
3.2.13 Acupuncture and Complementary Health Services	5
3.2.14 Traditional Native Health Services	5
3.2.15 Community and Public Health Services.....	5
3.2.15.1 Community Health Promotion and Disease Prevention.....	5
3.2.15.2 Injury Prevention Services	6

FUNDING AGREEMENT BETWEEN
NOTTAWASEPPI HURON BAND OF THE POTAWATOMI (“NHBP”)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

3.2.15.3 Home- and Community-Based Services	6
3.2.15.4 Public Health Nursing Service	6
3.2.15.5 Community Health Representative (CHR)	6
3.2.15.6 Nutrition Services.....	7
3.2.16 Behavioral Health Services	7
3.2.17 Human and Social Services.....	7
3.2.18 Family Services	7
3.2.19 Youth Development Services.....	7
3.2.20 Domestic Violence Awareness and Community Education	8
3.2.21 Environmental Health Services.....	8
3.2.22 Epidemiology and Communicable Disease Control	8
3.2.23 Emergency and Disaster Preparedness and Response Services	8
3.2.24 Transportation Services.....	9
3.2.25 Benefit Assistance and Coordination	9
3.2.26 Purchased/Referred Care.....	9
3.2.27 Patient Registration	9
3.2.28 Health Services Training.....	9
3.2.29 Health Services Administration	10
3.2.30 Business Office/Internal Operations	10
3.2.31 Tribal Leadership Representation	10
3.2.32 Human Resources.....	10
3.2.33 Financial Management Services.....	10
3.2.34 Information Technology Services	11
3.3 Other Programs/Services.....	11
3.4 Non-IHS Funding	11
3.5 Federal Tort Claims Act.....	11
3.6 Facilities and Locations.....	11
3.7 Health Status Reports	11
SECTION 4 — Amounts Available in the Calendar Year	12
4.1 Funding Amounts	12
4.1.1 Generally	12
4.1.2 Amounts Available.....	12
4.1.3 IHS Headquarters and the Area Office Environmental Health and Engineering (“OEHE”)	12
4.1.4 Other	13
4.2 Contract Support Costs.....	13
4.2.1 Direct and Indirect CSC	13
4.3 through 4.6 [Reserved]	
4.7 Statutorily Mandated Grants	14
4.8 Other Funds Due to NHBP.....	14
4.8.1 Reconciliation and Adjustment	14
4.8.2 Year End Resources	14

**FUNDING AGREEMENT BETWEEN
NOTTAWASEPPI HURON BAND OF THE POTAWATOMI (“NHBP”)
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020**

4.9 Funding Adjustments Due to Congressional Actions	14
SECTION 5 — Method of Payment	14
5.1 Payment Schedule	14
5.1.1 Generally	14
5.1.2 Calendar Year 2018.....	15
5.1.2.1 Lump Sum Payment for Existing Programs Previously Operated Under Title I Contract	15
5.1.2.2 Payment for New Programs Assumed Under the Compact and This Funding Agreement	15
5.1.3 Prompt Payment Act	15
5.1.4 Exceptions	15
5.2 Periodic Payments	15
5.3 Subsequent Calendar Years.....	15
SECTION 6 — Buyback	16
SECTION 7 — Amendment or Modification of this Funding Agreement	16
7.1 Form of Amendments.....	16
7.2 Due to Addition of IHS Retained or New Programs.....	16
7.3 Due to Availability of Additional Funding	16
7.4 Funding Increases	16
7.5 Decreases and Delays.....	16
7.6 Procedures for Amending or Modifying This Funding Agreement	17
7.6.1 Submission of Amendments and Final Offer.....	17
7.6.2 Execution.....	17
SECTION 8 — Third Party Recoveries	17
SECTION 9 — Service to Non-Beneficiaries.....	17
SECTION 10 — Consolidation of Contracts and Previous Funding Agreements	17
SECTION 11 — Title I Provisions Applicable to This Funding Agreement.....	17
SECTION 12 — Severability	18
SECTION 13 — Effective Date and Duration	18
SECTION 14 — Appendices	18

**FUNDING AGREEMENT BETWEEN
THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES OF THE
UNITED STATES OF AMERICA**

EFFECTIVE JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

This Funding Agreement is entered into by and between the Nottawaseppi Huron Band of Potawatomi ("NHBP") and the Secretary of Health and Human Services ("HHS") of the United States of America ("Secretary") represented by the Director of the Indian Health Service ("Director").

Section 1 — Obligations of the IHS.

1.1 Generally. Pursuant to this Funding Agreement, the Indian Health Service ("IHS") shall provide funding and services identified herein and as provided in the Compact between the Nottawaseppi Huron Band of the Potawatomi and the United States. The IHS shall remain responsible for performing all inherent federal functions and retained programs, services, functions and activities ("PSFAs") and will make all such PSFAs available to NHBP on the same basis that such PSFAs are made available to IHS directly operated programs and the programs of other tribes eligible to receive such PSFAs.

Associated funds for PSFAs are provided from IHS Headquarters and IHS Area Office in support of the Compact and this Funding Agreement. The IHS will continue to make available to NHBP, PSFAs from the IHS Bemidji Area Office ("Area Office"), any other IHS Area Office performing PSFAs for the Area Office, and IHS Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Funding Agreement. In cases where a portion of tribal shares have been transferred to NHBP, the parties agree that the Tribe may receive a correspondingly proportionally reduced level of services provided to it by the IHS.

IHS's responsibilities under the Indian Health Care Improvement Act, as amended ("IHCA"), the Indian Self-Determination and Education Assistance Act, as amended (the "ISDEAA"), and other applicable provisions of Federal law are unchanged by the Compact and Funding Agreement, except to the extent NHBP has assumed PSFAs under this Funding Agreement.

IHS will provide reasonable notice to NHBP of operational changes that, in the opinion of the IHS, may impact accessibility, availability or delivery of PSFAs for which IHS retains responsibility under this Funding Agreement.

1.2 Retained PSFAs. Except as may be provided in a written Buyback/Withhold Agreement entered into pursuant to section 6 (Buyback), any PSFA not assumed by NHBP during the term of this Funding Agreement shall be a retained responsibility of the IHS unless additional funds are provided to the Tribe by amendment to this Funding Agreement for such PSFA. The IHS

FUNDING AGREEMENT BETWEEN
NOTTAWASEPPI HURON BAND OF THE POTAWATOMI ("NHBP")
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

is responsible for the retained PSFAs identified in Appendices A through G (described in Article 4 below). NHBP shall be eligible for new PSFAs and associated funding on the same basis as other tribes. When new PSFAs become available the Secretary shall advise NHBP.

1.3 Other Federal Obligations.

1.3.1 HIPAA/HITECH Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") for retained IHS health care component activities. NHBP is also responsible for complying with HIPAA/HITECH. IHS and NHBP will share patient information consistent with patient treatment, payment, health oversight and health care operations confidentiality exceptions under HIPAA/HITECH and other applicable law.

1.3.2 Intellectual Property. IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. NHBP may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to NHBP. NHBP's use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.3.3 Reports. Any reports or information required under section 2.2.2 of the Compact (Information Regarding Services of the Indian Health Service) shall be provided within 60 days of the request of NHBP, unless the parties mutually agree that a longer amount of time is necessary to provide such reports or information.

1.3.4 Catastrophic Health Emergency Fund (CHEF). The IHS administers the Catastrophic Health Emergency Fund ("CHEF") for the benefit of all IHS and tribal health programs. NHBP is eligible for reimbursement from CHEF on the same basis as IHS directly operated service units and other tribal health programs. No part of CHEF is subject to contract or grant under any law including the ISDEAA. Nothing in the Compact or this Funding Agreement shall be construed as modifying, or expanding the rights of NHBP under the legal authority under which the IHS administers CHEF, 25 U.S.C. § 1683.

Section 2 — Obligations of NHBP. This Funding Agreement obligates NHBP to administer and to provide health PSFAs, identified in section 3 (Tribal Programs and Budget), to eligible individuals pursuant to section 4.2 of the Compact (Eligibility for Services), utilizing the resources transferred under this Funding Agreement and other funds as they may become available to NHBP. This Funding Agreement further authorizes NHBP to consolidate and redesign PSFAs as provided in the ISDEAA and sections 4.3 (Reallocation, Redesign and Consolidation) and 4.4 (Consolidation with Other Programs) of the Compact.

Section 3 — Tribal Programs and Budget.

3.1 NHBP's Responsibilities. NHBP agrees, subject to the availability of funding, to administer, provide, and be responsible for the health PSFAs identified below in accordance with the Compact and this Funding Agreement. For the purposes of the Funding Agreement, NHBP's General Budget Categories consolidate related health PSFAs as described in this section, or as necessary to fully provide for the needs of persons served under this Funding Agreement.

All PSFAs carried out by NHBP under this Funding Agreement are provided under the direction of the Tribal Council, which provides policy, administrative, and executive direction. To assure continuity of care, coordination of services, and to protect the right of Indian beneficiaries to receive high quality care and to obtain health services and benefits to which they are entitled, NHBP collaborates with other governmental and private health programs and agencies and provides its services in locations throughout the NHBP's Health Service Delivery Area and Purchased/Referred Care Delivery Area. These locations may include the Tribal health centers, homes, schools, and other community settings. Such services also include referrals and transportation for services in other locations outside these counties and locations when appropriate to meet the needs of the IHS beneficiaries it serves. Subject to the availability of funding, NHBP delivers its PSFAs directly, and through telehealth, referral, and purchased services, and through purchasing health coverage. Any PSFA of NHBP described in this Funding Agreement may be performed by any organizational unit of NHBP at the Tribe's discretion.

3.2 Programs, Services, Functions and Activities (PSFAs). NHBP is committed to and strives to provide a holistic, culturally competent health program that encourages wellness, addresses public health, is designed to improve health status, and assures quality health care services that meet applicable standards. Telemedicine, telehealth, tele-imaging, and other distance delivery methodologies may be employed. NHBP will provide services including the following:

3.2.1 Clinical Services. Clinical services include acute, chronic, therapeutic, and preventive medical services. Disciplines include family practice; internal medicine; pediatric medicine; podiatric medicine; geriatric medicine; women's health; and OB-GYN services. Services include well baby and child exams; physical examinations; routine out-patient surgical procedures; prescribing medication; sexual assault nurse exams; wellness exams; immunization tracking; in-office labs; sports and occupational physicals; dietitian services; health referral services; case management for chronically ill, high-risk, or others; and coordination between medical, mental/behavioral health, and social services.

3.2.2 Primary and Urgent Care. Primary care services include routine general health care, chronic care, maternal and child health care, preventative health care, and general wellness care services – including services in family medicine, pediatrics/well child care, elder care, diabetic care, internal medicine, nutrition/dietetics, tobacco cessation, assessments, integration with mental/behavioral health care, referrals, and case management. Urgent care services are directly offered on a limited basis.

3.2.3 Ancillary Care. Ancillary services support medical diagnosis and treatment and include well child and adult screening; physical examinations; diabetes and cancer screening; diagnostic radiography/imaging; radiology; mammography; ultrasound; diagnostic laboratory services; bone density screening; microbiology; drug screening analysis; audiology; health information services; biomedical services, including EKGs; telebehavioral health; and medical supply and equipment distribution to patients.

3.2.4 Pharmaceutical Services. Pharmaceutical services include dispensing medications to patients; medication treatment and management; specialized or focused medications, including anti-coagulation therapies and oncology therapies to the extent feasible; patient care coordination through one-on-one consultations for patient medication management; and coordination with mental/behavioral health.

3.2.5 Dental Services. Dental services include diagnosis, treatment, and prevention of dental problems and diseases, including oral health assessments; basic to comprehensive oral care for pediatric, adult, and geriatric patients; periodontics, endodontics, and prosthetics; restorative and preventative care; prevention and educational services, including outreach to child, adult, and elder populations; hygiene instruction and diet counseling to children, adults, elders, and expectant mothers, and diabetic patients; dental prophylaxis; dental sealants; and fluoride treatments.

3.2.6 Podiatric Services. Podiatric services include examination, diagnosis, medical treatment, minor surgical treatment, and adjuvant treatment of any disease, injury, deformity, or other condition of the human foot and ankle, including prescription and administration of medications, referrals, or other forms of treatment. Podiatric services also include preventative care and hygiene/dietary information services.

3.2.7 Vision and Eye Care Services. Eye and vision care services include eye care education and initial assessment and referral for additional services including optometric and ophthalmologic diagnostic examinations; treatment and management of diseases and disorders of the visual system, the eye, and related structures, including glaucoma, amblyopia, macular degeneration; treatment and diagnosis of related systemic conditions such as diabetes; and basic corrective eye treatment, including vision assessments, eye evaluations, retinal assessments, frame adjustments and repairs, contact lens fittings, and dispensing of frames, eyeglass lenses, contact lenses, and low vision aids.

3.2.8 Audiology. Audiology services include ear care education; ear injury prevention education; initial assessment and referral for treatment of hearing loss or other disorder or diseases of the aural system and related structures; assistance to individuals affected by hearing loss; and dispensing of hearing and audio aids.

3.2.9 Dermatology. Dermatology services include preventative skin care and education; dispensing of sunscreens; minor surgical procedures, such as wart removal, skin and skin

FUNDING AGREEMENT BETWEEN
NOTTAWASEPPI HURON BAND OF THE POTAWATOMI ("NHBP")
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

tags for biopsies, irrigation and draining of abscesses, treatment of cysts; and debridement; and referrals for other skin-related treatments and procedures.

3.2.10 Diabetes Treatment, Management, & Prevention. Diabetes assessment, treatment, management, and prevention includes activities and services to encourage healthy lifestyles to reduce incidence and complications of diabetes, including prevention and exercise programs; registration of at-risk patients; blood screening; tobacco usage/exposure programs; nutritional counseling and education; dietician services; medication management; foot care assessment and treatment; and integration with mental/behavioral health services.

3.2.11 Therapy and Physical Rehabilitation Services. Therapy and physical rehabilitation services include physical therapy evaluation and treatment; rehabilitation and occupational therapy; speech therapy; language and swallow evaluation and treatment; massage therapy; chiropractic evaluation and treatment; back and spine rehabilitation therapy and training; ergonomic assessments; and community and employee education and injury prevention programs.

3.2.12 Maternal and Child Health Services. Maternal and child health services include pre-natal and early childhood in-home care visits; pre-natal and sudden infant death syndrome (SIDS) prevention education; immunizations; nutritional education; maternal and family counseling; assessments of at-risk families; escorts and rides to health appointments; and bonding and habilitation services.

3.2.13 Acupuncture and Complementary Health Services are provided in coordination with general medical care by primary care providers. Complementary and Alternative Medicine services include, but are not limited to healing touch, acupuncture, chiropractic, biofeedback, naturopathy, and massage therapy.

3.2.14 Traditional Native Health Services. Traditional Native healing services include information, referral, and access to traditional healing services, including awareness, prevention, and knowledge in the areas of nutrition, physical health, and spiritual health through traditional medicines and healing techniques; counseling on healthy living practices; advice and application of traditional herbal and other natural remedies; maternal care; counseling; wellness gatherings; and direct traditional medical treatment by traditional healing practitioners in coordination with existing Western medicine services, subject to 25 U.S.C. § 1680u.

3.2.15 Community and Public Health Services. Community and Public Health promotes and preserves the health of individuals, families, and our communities. Services include the following:

3.2.15.1 Community Health Promotion and Disease Prevention: Health promotion and disease prevention services include providing information, education, public service campaigns, activities, and programs that support community health, including indoor and outdoor wellness activities (including services and support to promote physical activity and fitness, and recreational activities); bicycle safety programs; development of Indian leadership; patient and

FUNDING AGREEMENT BETWEEN
NOTTAWASEPPI HURON BAND OF THE POTAWATOMI ("NHBP")
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

group health education sessions; sex education; social support activities; nicotine control/cessation education; diabetes education and prevention; cardiovascular health promotion; injury prevention activities; cancer prevention; life skills training; healthy cooking and diet education; community and medicinal gardening and greenhouse; nutrition services, including promotion of natural and traditional foods; screening and testing for tuberculosis and other contagious diseases; needlestick and blood-borne pathogen prevention and treatment; immunizations and vaccinations; community health consultation meetings; community assessment surveys; participation in local, regional, and state health fairs; joint elder/youth events and activities; integration of employee and community health programming at cultural-based activities and events; and assisting community members in identifying resources for health maintenance.

3.2.15.2 Injury Prevention Services: Injury prevention services include community safety and injury prevention programs; participation in local first responder teams; providing health and medical services; liaising with tribal, local, state and federal governments and agencies directed at preventing intentional and unintentional injuries and death; driver safety program; drunk and distracted driving prevention and education; home safety checks; cold and inclement weather injury prevention activities; child car seat programs and education; animal control; gun safety programs; emergency preparedness trainings; water safety programs; bicycle safety programs; bicycle helmets; and safety reporting programs.

3.2.15.3 Home- and Community-Based Services: Home- and Community-based services include a broad array of care and other supportive services for individuals who continue to live in home settings, including providing assistance with activities of daily living for individuals who are unable to perform their activities of daily living on their own, or when the families are unable to meet all of their needs; assistance with making the client's home safe and accessible; transportation for the purposes of obtaining health services; chore services and personal care services; pharmacy delivery; and development of infrastructure for a long-term care program for the Tribal community as the Tribal population ages over time. To the extent applicable, these services are provided in accordance with 25 U.S.C. § 1621d.

3.2.15.4 Public Health Nursing Services: Public health nursing services include direct and indirect patient care; health promotion and disease prevention, immunizations, sexually transmitted diseases and other infectious disease prevention, treatment and tracing; identification and surveillance of communicable diseases thorough active participation in local, regional and state initiatives and reporting requirements; intervention in other potential individual and community public health issues.

3.2.15.5 Community Health Representative (CHR): CHR services include promoting wellness to the entire Tribal community through patient education and referral; patient advocacy and support of patients' ability to engage in self-care; support of other clinic and community-based services; transportation for patients and escorts to visits with health care providers and other health related activities; and participation in community, family, and individual assessments.

3.2.15.6 Nutrition Services: Nutrition services include nutrition/dietetic education, food supplements, counseling, and other nutritional services and support for women, infants, children, and others who are at nutritional risk.

3.2.16 Behavioral Health Services. Behavioral health services include integration of mental health and substance use disorder services into primary care; trauma-informed services and training; behavioral health case management; mental health evaluation and therapy; individual, family, and group counseling; marriage and couples therapy; parenting classes; anger management sessions; talking circles; crisis intervention services; psychotherapy; psycho-social assessments; medication management; addiction services; substance abuse prevention; substance abuse assessment and treatment; relapse prevention; alcohol and drug assessments; fetal alcohol syndrome and effects (FAS/FAE) education; sobriety support groups; driving under the influence (DUI) evaluations and DUI classes; injury prevention services for the protection of individuals impaired by alcohol and substance abuse or mental health crises; and social, recreational, and cultural activities that promote being drug and alcohol free; court-referred or court-ordered assessment and intervention services.

3.2.17 Human and Social Services. Human and social services assist patients with medical conditions with additional psychosocial concerns, including:

- consulting, advocating, and assisting with coordinating patient case-management with other providers;
- coordination of care services for patients requiring special needs or services such as advanced directives to hospitals;
- assisting patients and families with advocacy for unmet needs;
- providing technical assistance to Tribal leadership and Administration with analysis and development of Tribal social welfare policy; and
- coordinating education and training related to community health needs and problems.

3.2.18 Family Services. Family Services include health, behavioral health, and preventive services that may include emotional support services; substance abuse counseling; health information; services that respond to child physical abuse, sexual abuse, neglect, and other conditions that place a child at physical or emotional risk; services to prevent and respond to domestic violence, advocacy; foster home advocacy and supportive services; child development and family services, including, but not limited to, health-oriented education; socialization; health screening; growth and nutritional assessment; individualized culturally-appropriate child development services; family support and treatment services.

3.2.19 Youth Development Services. Youth development services are designed to promote leadership skills, healthy lifestyles, and cultural pride, and to enhance self-confidence and involve self-esteem activities. These services include activities, programs, and other culturally appropriate programs to give youth an opportunity to learn and practice healthy and functional life skills through their interactions; services designed to assist youth to lead healthy, productive lives and to engage fully in educational and other age-appropriate activities; student support activities,

FUNDING AGREEMENT BETWEEN
NOTTAWASEPPI HURON BAND OF THE POTAWATOMI ("NHBP")
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

career exploration and work experience, and life skills training. Additional Youth Development programming includes services directed at assuring children and youth the opportunity to participate in educational and other health age-appropriate activities and to enhance self-confidence and self-esteem; educational, developmental, and student support activities; healthy lifestyles and cultural pride; and a variety of child development services and family services.

3.2.20 Domestic Violence Awareness and Community Education. The Tribal Domestic Violence program includes comprehensive services to victims of domestic violence and sexual assault using a multi-disciplinary, culturally specific, person centered confidential approach; identification of individual/family needs regardless of age, gender or sexual identity; short-term counseling; access to critical information; coordination of referrals; and/or individualized or community education and training events for community awareness. Additional services for prevention of domestic violence and care of individuals affected by domestic violence include safety planning; criminal justice advocacy and support; emergency needs resources including transportation, housing/shelter assistance; children supportive services; emotional and personal advocacy; and coordination with other regional and Tribal programs.

3.2.21 Environmental Health Services. Environmental health services include identification, evaluation, and investigation of environmental health risks and hazards; housekeeping services such as waste, trash and infectious waste removal; routine and urgent cleaning for clinic facilities and other Tribal health program facilities of NHBP; recycling programs; solid waste removal; composting; old vehicle removal; well and sewer system maintenance and operations; provision of fire extinguishers, smoke detectors, and carbon monoxide detectors; vehicle maintenance; well-water treatment; lead, asbestos, radon, and other hazardous material testing and abatement; drinking water testing; indoor and outdoor air quality assessments; septic evaluations; coordination with outside public health agencies in developing and implementing specific environmental health program goals; conducting environmental health surveys and consultations for a broad range of facilities and events, including locations in which health care services are provided, food services, and other public facilities, community water systems, liquid and solid waste systems, institutional facilities (schools, day care, head starts, clinics, residential care facilities, senior housing, etc.), swimming pools, motels, hotels, trailer parks and other housing.

3.2.22 Epidemiology and Communicable Disease Control. NHBP, directly, and/or through the Great Lakes Inter-Tribal Council's Epidemiology Center, carries out public health, epidemiology, and health research functions. These activities include collecting and receiving personally identifiable health information for the purposes of (1) preventing or controlling disease, injury, or disability; (2) reporting disease, injury and vital events such as birth and death; and (3) conducting public health investigations. Communicable disease control also includes community and employee health programs, testing, and services.

3.2.23 Emergency and Disaster Preparedness and Response Services. Emergency and disaster preparedness and response services include mitigation and prevention of, preparation for, response to, and recovery from the effects of natural, man-made, and biological

FUNDING AGREEMENT BETWEEN
NOTTAWASEPPI HURON BAND OF THE POTAWATOMI ("NHBP")
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

events, including mutual aid agreements with tribal, local, state and federal governments and operation and support of warning and evacuation systems; coordination with and neighboring governmental bodies to protect the Tribal community with fire and emergency medical transportation; medical support for EMTs at Tribal facilities; emergency planning with other governments; civilian emergency response training; fire and health safety trainings; and development and operation of independent Tribal emergency medical services.

3.2.24 Transportation Services. Transportation services include transportation to obtain health services and to other locations and activities that are necessary for or contribute to continued independent living, wellness, and quality of life, including injury prevention and reduction in social isolation and increasing opportunities for socialization and activities. Transportation services also include transportation for health service providers, including tribal health representatives.

3.2.25 Benefit Assistance and Coordination. Benefit Outreach & Assistance services include assisting patients in determining and applying for health care insurance benefits that may improve access to health services or quality of life; assisting individuals to purchase health insurance; assisting individuals in obtaining alternative funding for health care services with assistance in forms processing and completion; and/or serving in a patient advocate role while working with outside vendors or insurance companies.

3.2.26 Purchased/Referred Care. The Purchase/Referred Care (PRC) Program (formerly Contract Health Care or CHS) provides referrals and, when appropriate, authorizes funds to support such referral, within medical priorities established by NHBP, both inside and outside its service delivery area. NHBP may utilize funds under this Agreement for the purchase of health insurance benefits or to provide the premiums for health benefits coverage in accordance with 25 U.S.C. § 1642.

3.2.27 Patient Registration. Patient registration includes securing patient demographical data input; collecting critical patient information, including patient contact information, insurance eligibility, and patient confidentiality forms for HIPAA compliance; data entry; and other health information management necessary for the provision of services.

3.2.28 Health Services Training. Health Services Training includes clinical rotations, mentoring, shadowing, training, and supervision of health care providers; offering sites for medical residents and other individuals obtaining training in the health professions, including behavioral and dental professions and community health representatives; providing direct support and orientation, training, and continuing education for all providers, employees, and others with regard to their practices, roles, and responsibilities; training and support to the Tribal Council and relevant Tribal committees regarding their responsibilities concerning health care operations and clinic governance. To the extent applicable, NHBP will comply with 25 U.S.C. § 1665e.

FUNDING AGREEMENT BETWEEN
NOTTAWASEPPI HURON BAND OF THE POTAWATOMI ("NHBP")
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

3.2.29 Health Services Administration. Health services administration activities include administrative direction, guidance, and supervision for all Health Center activities, including the following:

- Coordination of a comprehensive health services delivery system for the Huron Potawatomi Tribal community;
- Fiscal and financial management for all program resources including development of operational budgets;
- Financial processing, including 3rd party billing functions and referral care coordination;
- Supervision of all NHBP Health & Human Services Department personnel and resources;
- Day-to-day management of the Tribal health programs including the organization of financial and personnel resources;
- Legal services;
- Implementing and/or monitoring short-term and long-term planning for the Tribal clinics and health centers;
- Performance evaluations;
- Professional development;
- Administrative reports; and/or
- Development of short-term and long-term strategic plans.

3.2.30 Business Office/Internal Operations. Business Office/Internal Operations functions include support and coordination of patient registration, patient benefits coordination, coding, third-party billing, review of aged accounts, debt management, and denial management, electronic health record (EHR) implementation through the Resource and Patient Management System (RPMS) or successor system used for patient data management, collecting data on reimbursable expenses incurred by patients, generating bills for collection from other payers (primarily Medicare, Medicaid, and private insurance), conducting utilization review, insurance verification, and collection activities.

3.2.31 Tribal Leadership Representation. In support of the PSFAs identified in this Agreement, Council members and other tribal leaders provide health care advocacy on an area, state, and national level, including participation in and serving on national, state, local and tribal health related committees, boards, and other groups.

3.2.32 Human Resources. Human resources include personnel services, staffing, recruitment, retention, job classification, pay and benefits administration, training, continuing education and development, employee relations, human resources information systems, infection control, and staff education.

3.2.33 Financial Management Services. Financial management services include organizing, coordinating, and executing budget and financial operations and accounting; providing or enhancing tribal enterprise systems – including hardware, software, and policies and procedures;

FUNDING AGREEMENT BETWEEN
NOTTAWASEPPI HURON BAND OF THE POTAWATOMI ("NHBP")
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

and developing specialized fiscal reporting for the successful operation of a comprehensive health system.

3.2.34 Information Technology Services. Information Technology includes all aspects of technical information management services and provides technical support; hardware maintenance; software upgrades; applications development; telecommunications; remote data services; and coordination with the Bemidji Area Office-IT division to ensure proper compliance and connectivity.

3.3 Other Programs/Services. This Funding Agreement includes PSFAs resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including NHBP's own funds or funds from other sources, provided that such consolidation, redesign or reallocation or redirection of funds must satisfy the conditions of 25 U.S.C. § 5386(e) and results in carrying out programs, services, functions and activities that may be included in the Funding Agreement pursuant to 25 U.S.C. § 5385 and section 4.4 of the Compact (Consolidation with Other Programs).

3.4 Non-IHS Funding. NHBP will complement and supplement the PSFAs described in section 3 (Tribal Programs and Budget) with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding. Consistent with sections 4.3 (Reallocation, Redesign and Consolidation), 4.4 (Consolidation with Other Programs), and 4.5 (Program Income, including Medicare/Medicaid) of the Compact, non-IHS funds will be added to or merged with funds provided by the IHS through this Funding Agreement.

3.5 Federal Tort Claims Act. The extent of Federal Tort Claims Act ("FTCA") coverage is described more specifically in Section 5.3.1 of the Compact and 25 C.F.R. §§ 900.180-900.210.

3.6 Facilities and Locations. NHBP provides the PSFAs described in this Funding Agreement, including preventative health and education services, in more than one facility or location – including local districts, community centers, churches, schools, day care, and early education centers, senior centers and senior housing, and other locations in which local and community-sponsored health programs occur. The PSFAs described herein may be provided outside of normal business hours and in some cases 24-hours a day, 7-days a week. The locations where NHBP provides PSFAs will include all those locations set forth in Appendix H to this Funding Agreement.

3.7 Health Status Reports. Pursuant to section 3.10 of the Compact (Health Status Reports), NHBP may submit health status and service delivery reports to the IHS.

///

///

///

FUNDING AGREEMENT BETWEEN
NOTTAWASEPPI HURON BAND OF THE POTAWATOMI ("NHBP")
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

Section 4 — Amounts Available in the Calendar Year.

4.1 Funding Amounts.

4.1.1 Generally. To carry out the PSFAs described in section 3 of this Funding Agreement, NHBP will reallocate funding as NHBP deems necessary pursuant to applicable law. The funds made available to NHBP pursuant to the Compact and Title V of the ISDEAA are subject to reductions only in accordance with 25 U.S.C. § 5388(d) and 25 U.S.C. § 5325.

4.1.2 Amounts Available. Under this Funding Agreement, for the period beginning January 1, 2017 and ending December 31, 2020, IHS agrees to make available to NHBP the amounts due pursuant to 25 U.S.C. § 5388, and as shown in the following documents, which are incorporated by reference:

Appendix A – NHBP Self-Governance FA Table for CY 2018
Annual Planning Purposes
Appendix B – Area Tribal Shares Table
Appendix C – HQ Tribal Shares Table
Appendix D – OEHE 4F Tables
Appendix E – ACC: Annual Contract Support Cost Tool [Reserved]
Appendix F – Direct Contract Support Cost (DCSC) Worksheet [Reserved]
Appendix G – Indirect-Type Cost Worksheet [Reserved]

The amounts in column 10 of NHBP Self-Governance FA Table for CY 2018 Annual Planning Purposes in Appendix A summarize the annual recurring funds by IHS budget category available to NHBP as of January 1, 2018, and also include line items identified as non-recurring (NR) and indirect contract support costs. The amounts to be transferred to NHBP under this Funding Agreement are identified in column 12 in Appendix A. These annual amounts will be adjusted to reflect any additional CY 2018 funding amounts after final apportionment of the CY 2018 IHS appropriation. Funds already received by NHBP pursuant to the Tribe's Title I contract and Annual Funding Agreement may be used by the Tribe for PSFAs included in this Funding Agreement to the extent that the Tribe assumes the responsibility for such PSFAs during the period covered by this Funding Agreement. NHBP may redesign programs and/or re-budget funds between and among activities according to its priorities to the extent otherwise permitted by the Act and applicable federal appropriations laws.

Consistent with Article 3 of the Compact and this Funding Agreement, for each subsequent calendar year, the parties will negotiate and agree on revisions to the Appendices above prior to the end of the previous calendar year, and the agreed-upon tables will supersede the previous year's funding tables.

4.1.3 IHS Headquarters and the Area Office Environmental Health and Engineering ("OEHE"). The amount of funds estimated to be available for OEHE will be identified in each Funding Agreement budget term based on the annual OEHE distribution

FUNDING AGREEMENT BETWEEN
NOTTAWASEPPI HURON BAND OF THE POTAWATOMI ("NHBP")
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

workload methodology. The amount of funds available and the level of any retained shares will be updated at the beginning of CY 2018 and each subsequent CY.

4.1.4 Other. Earmarked funds will be provided to NHBP in the future to the same extent as they have been provided consistent with applicable law and funding formulas agreed to by the Area Office Tribes. IHS Headquarters shares are allocated according to IHS Headquarters' methodologies. In addition to the funding amounts identified in section 4.1 of this Funding Agreement, NHBP is entitled to additional IHS Headquarters' tribal shares and to increases in any other level of funding associated with inflation, pay costs, population growth, mandates, the Indian Health Care Improvement Fund, and any other increases resulting from increases in appropriations or reallocation based on changes in Headquarters or Area residual or tribal shares that results in larger amounts being available to tribes. NHBP will be eligible for all funds, including non-recurring funds, consistent with applicable law and on the same basis as other tribes.

New funds received during the term of this Funding Agreement will be added by amendment. Any amounts to which NHBP was entitled under previous Funding Agreements, after adjustment and reconciliation of any withheld amounts as of the last day of the previous calendar year, shall be included in this Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the CYs covered by this Funding Agreement, which represents the parties' estimate of NHBP's full CSC requirement pursuant to 25 U.S.C. § 5325, is set forth in paragraphs 4.2.1. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass-throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325, and, to the extent not inconsistent with the ISDEAA, as specified in IHS Manual Part 6, Chapter 3 (approved October 26, 2016). The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and NHBP's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. § 7101 et seq.

4.2.1 Direct and Indirect CSC. The following amounts represent the parties' estimates, as provided in subsection 4.2, for direct CSC and indirect CSC: \$52,552.91 for Direct CSC, \$0 for indirect-type CSC, and \$0 for indirect CSC. The parties further agree to promptly negotiate the estimates of indirect-type and indirect CSC upon IHS' receipt of a current indirect rate as approved by the cognizant agency and/or an indirect-type cost proposal by NHBP. The parties will mutually negotiate revised direct CSC and indirect CSC estimated amounts in accordance with 25 U.S.C. § 5325 and § 5388(c). All remedies available under subsection 4.2 shall remain available to the parties.

4.3 through 4.6. [Reserved]

FUNDING AGREEMENT BETWEEN
NOTTAWASEPPI HURON BAND OF THE POTAWATOMI ("NHBP")
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

4.7 Statutorily Mandated Grants. In accordance with 25 U.S.C. § 5385(b)(2) and its implementing regulations, the parties agree that, upon a request by NHBP at the time of award of such grant, the Secretary will add NHBP's Diabetes grant(s) award funding. At the request of NHBP, any other statutorily mandated grant awarded through the IHS to NHBP may be added to this Funding Agreement after the grant has been awarded. Grant funds will be paid to NHBP as a lump sum advance payment through the Payment Management System. NHBP will use interest earned on such funds to enhance the statutorily mandated grant program, including allowable administrative costs. NHBP will comply with all terms and conditions of the grant award for statutorily mandated grants, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the authorizing statutes or the terms of the grant.

4.8 Other Funds Due to NHBP.

4.8.1 Reconciliation and Adjustment. For the reasons noted throughout section 4 of this Funding Agreement (Amounts Available in the Calendar Year) and because the funds under the previous year's Funding Agreement have not been fully identified or reconciled as of the time this Funding Agreement is being executed, all amounts to be paid in the calendar year for this Funding Agreement are based on prior year appropriations and are subject to amendment to reflect the full amount due for this calendar year. IHS will provide sufficient documentation to facilitate NHBP's reconciliation of the amounts due under this Funding Agreement to the funding actually received by the Tribe.

4.8.2 Year End Resources. In addition to the amounts otherwise provided, the IHS shall provide NHBP the opportunity to receive a share in any year-end resources of the IHS on the same basis as all other tribes. Resources referred to herein are those that were otherwise not available for tribal shares distribution.

4.9 Funding Adjustments Due to Congressional Actions. The parties to this Funding Agreement recognize that the total amount of the funding in this Funding Agreement is subject to adjustment due to Congressional action in appropriations acts. Upon enactment of relevant appropriation acts or other law affecting availability of funds to the IHS, the amounts of funding provided to NHBP in this Funding Agreement shall be adjusted as necessary, and NHBP has been notified of such action, subject to any rights which NHBP may have under this Funding Agreement, the Compact, or the law.

Section 5 — Method of Payment.

5.1 Payment Schedule.

5.1.1. Generally. Payment shall be made annually as expeditiously as possible and shall include financial arrangements to cover funding during periods under continuing resolutions to the extent permitted by such resolutions. Other than as set forth in this Section 5, the Secretary shall make available the funds identified and agreed upon under Section 4.1 (Funding Amounts) by

FUNDING AGREEMENT BETWEEN
NOTTAWASEPPI HURON BAND OF THE POTAWATOMI ("NHBP")
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

paying the total amount as provided for in the Funding Agreement in advance lump sum or as provided in section 5.2 (Periodic Payments) or otherwise in this Funding Agreement.

5.1.2. Calendar Year 2018.

5.1.2.1 Lump Sum Payment for Existing Programs Previously Operated Under Title I Contract. IHS shall pay to NHBP on the effective date of this Funding Agreement a lump sum payment of any remaining amounts due for all PSFAs previously operated by the Tribe pursuant to its Title I Contract No. 239-13-0008 (Jan. 1, 2013), provided that if any of the CY 2017 funds that may be due have not yet been apportioned by the Office of Management and Budget ("OMB") to the Department on the effective date of this Funding Agreement, the remaining amounts shall be paid to the Tribe within ten (10) calendar days after the date on which such funds are apportioned to the Department.

5.1.2.2 Payment for New Programs Assumed Under the Compact and This Funding Agreement. Subject to the provisions of section 4.2 (Contract Support Costs), the IHS shall provide payment for any PSFAs that NHBP is assuming for the first time pursuant to the Compact and this Funding Agreement in accordance with the following payment process. First, IHS shall make a lump sum payment for the amount of funds associated with these new PSFAs for the period from January 1, 2018 through December 31, 2018, on the effective date of the Funding Agreement, provided that if any CY 2017 funds that may be due have not yet been apportioned by OMB to the Department on the effective date of this Funding Agreement, the remaining amounts shall be paid to NHBP within ten (10) calendar days after the date on which such funds are apportioned from OMB to the Department.

5.1.3 Prompt Payment Act. The Prompt Payment Act, Chapter 39 of Title 31, United States Code, shall apply to the payment of funds under the Compact and this Funding Agreement negotiated thereunder.

5.1.4 Exceptions. Except as provided in sections 5.1.2 (Calendar Year 2018, 5.2 (Periodic Payments) and 6 (Buyback), all funds identified in section 4 (Amounts Available in the Calendar Year) of this Funding Agreement shall be paid to NHBP, in accordance with section 3.3.1 (Payment Schedule) of the Compact; payment to NHBP to be made as one annual payment in lump sum to be made in advance by electronic funds transfer.

5.2 Periodic Payments. Payment of funds otherwise due to NHBP under this Funding Agreement which are added or identified after the initial payment is made shall be made promptly to NHBP by electronic funds transfer within ten (10) days after distribution methodologies and other decisions regarding payment of those funds have been made by the IHS.

5.3 Subsequent Calendar Years. In subsequent calendar years, the IHS will send the Self-Governance Funding Tables to NHBP prior to January 1. The new Self-Governance Funding Tables will supersede the previous year's Funding Tables. If the parties do not agree on terms for self-governance funding tables prior to January 1 of the subsequent year, the IHS shall pay NHBP the

FUNDING AGREEMENT BETWEEN
NOTTAWASEPPI HURON BAND OF THE POTAWATOMI ("NHBP")
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

amounts identified in the previous year's Self-Governance Funding Tables, adjusted for congressional increases/decreases, program formula calculations, and other adjustments specified in the Funding Agreement.

Section 6 — Buyback. NHBP may choose to purchase from the IHS any goods and services transferred from the IHS to NHBP under the Compact and this Funding Agreement. The IHS shall provide any such goods and services to NHBP on a reimbursable basis, including payment in advance with subsequent adjustment. 42 C.F.R. § 137.95. If applicable, the terms and conditions, including scope of work to be performed, of the goods and services to be provided by IHS to NHBP through buyback shall be as provided for in Appendix I, which shall not be construed to be part of the Compact or this Funding Agreement.

Section 7 — Amendment or Modification of this Funding Agreement.

7.1 Form of Amendments. Except as otherwise provided in this Funding Agreement, the Compact, or by law, any modifications of this Funding Agreement shall be in the form of a written amendment executed by NHBP and the United States.

7.2 Due to Addition of IHS Retained or New Programs. Should NHBP determine that it wishes to provide a PSFA of the IHS for which funding has been retained by IHS and which is not included in this Funding Agreement, the IHS and NHBP shall negotiate an amendment to this Funding Agreement to incorporate the new PSFA and related funding.

7.3 Due to Availability of Additional Funding. NHBP shall be eligible for any increases in funding and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Compact and this Funding Agreement, and this Funding Agreement shall be amended to provide for timely payment of such new funds to NHBP.

7.4 Funding Increases. Amendments to add funds to this Funding Agreement will not require written consent of NHBP. Within two (2) weeks after any increase in funding is provided to NHBP, the IHS shall provide the Tribe written documentation of the sub activity source and distribution formula for the funding. The transfer of any increase in funding by the IHS to NHBP through amendments without the written consent of NHBP shall not be construed to limit or prejudice the rights of NHBP to dispute the amount of the increase under section 3.8 of the Compact (Disputes).

7.5 Decreases and Delays. Except as provided by 25 U.S.C. § 5388(d)(1)(C)(ii) and pursuant to section 4.9 (Funding Adjustments Due to Congressional Actions), this Funding Agreement shall not be modified to decrease or delay any funding except pursuant to written agreement of the parties.

FUNDING AGREEMENT BETWEEN
NOTTAWASEPPI HURON BAND OF THE POTAWATOMI ("NHBP")
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

7.6 Procedures for Amending or Modifying This Funding Agreement.

7.6.1 Submission of Amendments and Final Offer. Amendments or modification proposed by NHBP shall be submitted in writing to the Bemidji Area Agency Lead Negotiator and the Area Office Director with a copy to the IHS, Office of Tribal Self-Governance. If the parties are unable to agree, in whole or in part, on the terms of the amendment (including funding levels), NHBP may submit a final offer pursuant to 25 U.S.C. § 5387(b), which shall be processed in accordance with 25 U.S.C. § 5387(b)-(d) and 42 C.F.R. Part 137 Subpart H.

7.6.2 Execution. Amendments to this Funding Agreement may be executed on behalf of NHBP by the Tribe's Chairperson or her/his designee with a Tribal resolution.

Section 8 — Third Party Recoveries. Except as provided in 25 U.S.C. § 1621a(a)(2) and 25 U.S.C. § 1680c, all reimbursements received or recovered under any of the programs described in 25 U.S.C. § 1621f(a)(2) including under 25 U.S.C. § 1680c, by reason of the provision of health services by NHBP (or at the expense of NHBP) shall be paid directly or credited to NHBP and may be used as provided in 25 U.S.C. § 1641.

Section 9 — Service to Non-Beneficiaries. In accordance with Section 813 of the IHCA, 25 U.S.C. § 1680c, NHBP may choose to extend services to non-beneficiaries. A Tribal Resolution describing services to non-beneficiaries is attached as Appendix J.

Section 10 — Consolidation of Contracts and Previous Funding Agreements. On the effective date of the Compact and this Funding Agreement, the contract(s) listed below and all previous Annual Funding Agreements associated with such contract(s) shall automatically terminate. All funds previously disbursed to NHBP pursuant to such contract(s) and Annual Funding Agreements which have not been expended by NHBP as of the effective date of the Compact and this Funding Agreement shall remain available to the Tribe for expenditure.

- **Title I, P.L. 93-638 Contract Number 239-13-0008 (Jan. 1, 2013).**

Section 11 — Title I Provisions Applicable to This Funding Agreement. As authorized in 25 U.S.C. § 5396(b), NHBP exercises its option to include the following provisions of Title I of the Act as part of this Funding Agreement, and these provisions shall have the force and effect as if they were set out full in Title V of the ISDEAA.

- 11.1** 25 U.S.C. § 5304(e) (definition of "Indian Tribe");
- 11.2** 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
- 11.3** 25 U.S.C. § 5322(d) (related to duty of IHS to provide technical assistance);
- 11.4** 25 U.S.C. § 5324(a)(1) (exemption from Federal contracting laws and regulations);
- 11.5** 25 U.S.C. § 5324(o) (storage of patient records);
- 11.6** 25 U.S.C. § 5329(c), section 1(b)(8)(A) (access to reasonably divisible real property);

FUNDING AGREEMENT BETWEEN
NOTTAWASEPPI HURON BAND OF THE POTAWATOMI ("NHBP")
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

- 11.7 25 U.S.C. § 5329 (c), section 1(b)(8)(C) (joint use agreements);
- 11.8 25 U.S.C. § 5329 (c), section 1(b)(8)(D) (acquisition of property);
- 11.9 25 U.S.C. § 5329 (c), section 1(b)(8)(E) (confiscated or excess property);
- 11.10 25 U.S.C. § 5329 (c), section 1(b)(F) (screener identification card);
- 11.11 25 U.S.C. § 5329 (c), section 1(b)(9) (availability of funds);
- 11.12 25 U.S.C. § 5329 (c), section 1(d)(1)(B) (construction of contract);
- 11.13 25 U.S.C. § 5329 (c), section 1(d)(2) (good faith);
- 11.14 25 U.S.C. § 5329 (c), section 1(d)(3) (programs retained);
- 11.15 25 U.S.C. § 5331 (judicial and administrative remedies).

Section 12 — Severability.

12.1 Except as provided in this section, this Funding Agreement shall not be considered invalid, void or voidable if any section or provision of this Funding Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction

12.2 The parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of this Funding Agreement.

Section 13 — Effective Date and Duration. This Funding Agreement becomes effective on January 1, 2018, and will remain in effect through December 31, 2020, or until a subsequent funding agreement is negotiated and becomes effective pursuant to section 3.9 of the Compact (Subsequent Funding Agreements).

Section 14 — Appendices.

- Appendix A – NHBP Self-Governance FA Table for CY 2018
Annual Planning Purposes
- Appendix B – Area Tribal Shares Table
- Appendix C – HQ Tribal Shares Table
- Appendix D – OEHE 4F Tables
- Appendix E – ACC: Annual Contract Support Cost Tool [RESERVED]
- Appendix F – Direct Contract Support Cost (DCSC) Worksheet [RESERVED]
- Appendix G – Indirect-Type Cost Worksheet [RESERVED]
- Appendix H – List of Facilities and Locations where NHBP may provide PSFAs
- Appendix I – Buy Back Agreement(s) [TO BE COMPLETED IN JANUARY 2018]
- Appendix J – Tribal Resolution No. 10-18-12-01 regarding non-beneficiaries
- Appendix K – Tribal Resolution No. 12-20-17-01 Authorizing Compact and Funding Agreement

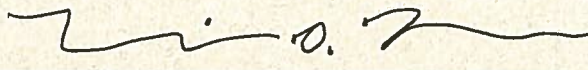
///

///

///

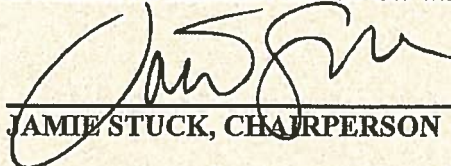
FUNDING AGREEMENT BETWEEN
NOTTAWASEPPI HURON BAND OF THE POTAWATOMI ("NHBP")
AND SECRETARY OF HEALTH AND HUMAN SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

UNITED STATES OF AMERICA
SECRETARY OF HEALTH AND HUMAN SERVICES

BY: 
ACTING DIRECTOR, INDIAN HEALTH
SERVICE

DATE: DEC 28 2017

NOTTAWASEPPI HURON BAND OF THE POTAWATOMI

BY: 
JAMIE STUCK, CHAIRPERSON

DATE: December 21, 2017

Appendix A

NHBP Self-Governance FA Table for FY 2018 Annual Planning Purposes

SELF-GOVERNANCE FA TABLE

Tribes: Nottawasippi Huron Band

Compact No. 67G180124

FOR FY 2018 NEGOTIATIONS

January 1, 2018 thru December 31, 2018

SUB-SUB ACTIVITY	PROGRAM			AREA OFFICE TRIBAL SHARES			HEADQUARTERS TRIBAL SHARES			TOTALS		
	FA Amount (1)	Retained Services (2)	Program Total Amount to Be Rec'd (3)	FA Amount (4)	Retained Services (5)	Area Total Amount to Be Rec'd (6)	FA Amount (7)	Retained Services (8)	HQ Total Amount to Be Rec'd (9)	FA Amount (10)	Retained Services (11)	FA Total Amount to Be Rec'd (12)
Hospitals and Clinics	230,713.00	(36,266.00)	194,447.00	40,416.00	(7,813.00)	32,603.00	-	(15,582.00)	(15,582.00)	271,129.00	(59,661.00)	211,468.00
Dental	14,726.00	-	14,726.00	-	-	-	-	-	-	14,726.00	-	14,726.00
Mental Health	4,945.00	-	4,945.00	-	-	-	-	-	-	4,945.00	-	4,945.00
Alcohol/Substance Abuse	47,789.00	-	47,789.00	1,502.00	(1,502.00)	-	-	-	-	49,291.00	(1,502.00)	47,789.00
Public Health Nursing	9,064.00	-	9,064.00	-	-	-	-	-	-	9,064.00	-	9,064.00
Health Education	1,170.00	-	1,170.00	-	-	-	-	-	-	1,170.00	-	1,170.00
Community Health Reps.	15,195.00	-	15,195.00	-	-	-	-	-	-	15,195.00	-	15,195.00
Immunizations (AK only)	-	-	-	-	-	-	-	-	-	-	-	-
Direct Operations	-	-	-	-	-	-	-	-	-	-	-	-
Self-Governance	-	-	-	-	-	-	-	-	-	-	-	-
Total, Services	323,602.00	(36,266.00)	287,336.00	41,918.00	(9,315.00)	32,603.00	-	(15,582.00)	-	365,520.00	(45,581.00)	319,939.00
Purchased/Referred Care	791,234.00	-	791,234.00	-	-	-	52,871.00	1/ (28,719.00)	24,152.00	844,105.00	(28,719.00)	815,386.00
Environmental Health Support	1,000.00	-	1,000.00	65,482.00	(65,482.00)	-	-	-	-	66,482.00	(65,482.00)	1,000.00
Facilities Support	-	-	-	2,132.00	(2,132.00)	-	-	-	-	2,132.00	(2,132.00)	-
Office of Env Health Support	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance and Improvement	-	-	-	16,772.00	-	16,772.00	-	-	-	16,772.00	-	16,772.00
Equipment	-	-	-	6,560.00	-	6,560.00	-	-	-	6,560.00	-	6,560.00
Total, Indian Health Facilities	1,000.00	-	1,000.00	90,946.00	(67,614.00)	23,332.00	-	-	-	91,946.00	(67,614.00)	24,332.00
FY18 CSC-Direct	52,553.00	-	52,553.00	-	-	-	-	-	-	52,553.00	-	52,553.00
FY18 CSC-Indirect	-	-	-	-	-	-	-	-	-	-	-	-
Total, FY18 CSC	52,553.00	-	52,553.00	-	-	-	-	-	-	52,553.00	-	52,553.00
GRAND TOTAL, FA	1,168,389.00	(36,266.00)	1,132,123.00	132,864.00	(76,829.00)	55,935.00	52,871.00	(28,719.00)	24,152.00	1,354,124.00	(141,914.00)	1,212,210.00

Remarks:

1/footnote 1: Historically, the IHS Headquarters shares have been funded to the Tribe through Purchased/Referred Care. The funding detail for the sub-sub-activities for these Headquarters shares amount can be found in Appendix C (HQ Tribal Shares Table). The parties agree to discuss this issue further in CY 2018 as part of the continued negotiation on appropriate CSC funding amounts.

Appendix B

Area Tribal Shares Table

TRIBE: HURON 1/1/2018 - 12/31/2018

DATE: 11/17/2017 0:00

Updated:

BEMIDJI AREA - Pre-Negotiation Sheet - Draft

2018 FA DETAIL BY ACCOUNT

ATTACHMENT 1

Based on 2017 Appropriations

A	B	C	D	E	F	G	H	I
Item Numbers From Tables	FA SHARES BY AREA ACCOUNT	Sub-Sub	2017 Total Starting Base	2017 Initial Shares	2017 Mandatory Increases	2018 Shares Eligible	2018 Retained Amount	2018 Negotiated Amount
	Health Services Account							
301	Area Director	H/C	400,707	6,623		6,623	0	6,623
302	Program Planning	H/C	72,066	1,191		1,191	0	1,191
304	CMO/OCS Support	H/C	161,851	2,675		2,675	0	2,675
305	Behavioral Health	ASA	90,897	1,502		1,502	1,502	0
306	Recruitment	H/C	88,495	1,463		1,463	1,463	0
307	Non-Contractable	H/C	213,605	6,429		6,429	0	6,429
309	Purchased/Referred Care (PRC)	H/C	76,905	1,271		1,271	0	1,271
310	Executive Officer & Support	H/C	146,846	2,427		2,427	0	2,427
311	Budget	H/C	225,625	3,729		3,729	0	3,729
312	Contracting	H/C	410,501	6,785		6,785	0	6,785
313	Office Services	H/C	89,134	1,473		1,473	0	1,473
314	MIS	H/C	384,200	6,350		6,350	6,350	0
	TOTAL HEALTH SERVICES ACCOUNT		2,360,831	41,918		41,918	9,315	32,603
	AREA OEHE*							
319	Facility Support		166,100	1,196		1,196	1,196	0
320	Environmental Health Support		281,730	3,768		3,768	3,768	0
321	Engineering Services		130,000	936		936	936	0
322	SFC Area		331,430	2,877		2,877	2,877	0
	TOTAL AREA OEHE		909,260	8,777		8,777	8,777	0
	AREA MANAGED*							
	Alcohol Reg. Trtmt. Ctrs.					0		0
326A	OEH Sanitarian (Field)		676,150	9,837		9,837	9,837	0
326B	OEH Sanitarian (District)		169,036	2,261		2,261	2,261	0
327	SFC Field OEH Engineer		1,660,858	46,739		46,739	46,739	0
328	M&I In pool		2,329,797	16,772		16,772	0	16,772
328A	Equipment		824,369	6,560		6,560	0	6,560
	TOTAL AREA MANAGED		5,660,210	82,169		82,169	58,837	23,332
	TRIBES OPERATING UNIT		2017	2017	2018	2018	2018	2018
	BASE FUNDING		Starting Base	Initial Base	Increases	Eligible	BuyBack	Negotiated
	Hospitals & Clinics	H/C	99,600,119	230,713	0	230,713	36,266	194,447
	Dental	DEN	4,261,406	14,726	0	14,726	0	14,726
	Mental Health	M/H	2,241,468	4,945	0	4,945	0	4,945
	Alcohol/Substance Abuse	ASA	10,005,016	47,789	0	47,789	0	47,789
	Public Health Nursing	PHN	2,156,511	9,064	0	9,064	0	9,064
	Health Education	HE	617,714	1,170	0	1,170	0	1,170
	Community Health Reps.	CHR	4,733,570	15,195	0	15,195	0	15,195
	Purchased/Referred Care (PRC)	PRC	66,918,867	791,234	0	791,234	0	791,234
	Direct Contract Support Costs	DCSC	16,044,949	51,472	1,081	52,553	0	52,553
	Indirect Contract Support Costs ^{2/}	IDCSC	18,644,144	0	0	0	0	0
341	Environmental Health	OEH	33,000	1,000	0	1,000	0	1,000
	TRIBE BASE TOTAL		225,256,764	1,167,308	1,081	1,168,389	36,266	1,132,123
	TOTAL BEMIDJI AREA		234,187,065	1,300,171	1,081	1,301,253	113,195	1,188,058
1/	Buyback Services						BuyBack	
	Bio-Med					17,912	17,912	
	Health Information Management (HIM)					6,806	0	
	Vista Imaging (Vista)					8,791	0	
	Clinical Applications Coordinator (CAC)					5,526	5,526	
	Business Office Coordinator (BOC)					5,562	0	
	Meaningful Use					7,188	0	
	Pharmacy CAC					12,828	12,828	
	TotalBuyback Services					64,613	36,266	
	GRAND TOTAL			\$1,300,171	\$1,081	\$1,301,253	\$113,195	\$1,188,058
							Est. HQ Shares	\$24,152
								\$1,212,210

1/ Withheld Pursuant to 25 U.S.C. § 458aaa-7(e) and (f) and 42 C.F.R. § 137.95 for buyback services.

2/ Indirect Contract Support Costs (IDC) are nonrecurring, must be justified annually, and can only be used for IDC.

* OEHE&E funds are based on workload and change each year

Reviewed by Finance: _____ Date: _____

Appendix C

HQ Tribal Shares Table

Table #4:

HQ PFSAs for FY 2018 TSA and Program Formula Lines **PSFA Budget and Available Shares**

Interim Estimates Based on FY 2017 IHS Appropriation

HURON POTAWATOMI

*TSA Shares allocable to
this contract or compact*

\$52,871

01-Hospitals & Clinics	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0101 - Emergency Fund	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$3,946,697				
0105 - Management Initiatives	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$2,044,146				
0106 - A.C.O.G. Contract	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$98,360	46			46
0107 - H.P./D.P. Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,471,665	802			802
0110 - N.E.C.I.	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,105,341	520			520
0111 - Nurse Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,282,333	603			603
0112 - Nursing Costeps	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$645,848	304			304
0113 - Chief Clinical Consultant	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$276,687	130			130
0115 - Emergency Medical Svcs	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$464,126	218			218
0117 - Traditional Advocacy Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$100,341	47			47
0118 - Research Projects	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,278,011	601			601
0119 - A.A.I.P. Contract	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$26,668	13			13
0120 - Clinical Support Center-Phoenix	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,735,059	816			816
0121 - Costeps-Non Physicians	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$81,435	38			38
0123 - Physician Residency	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$276,045	130			130
0124 - Recruitment/Retention	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$2,050,205	965			965
0125 - U.S.U.H.S., etc.	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,056,143	1,437			1,437
0126 - D.I.R. Support Fund	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$24,857,207	11,691		11,691	
0127 - Evaluation	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,060,897	499			499
0128 - National Indian Health Board	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$458,033	215			215
0129 - Albuquerque/HQ Administration	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$889,447	418			418
0130 - Nutrition Training Center	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$344,240	162			162
0131 - Diabetes Program-Albuquerque/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,287,625	606			606
0132 - Cancer Prevention-Albuquerque/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$715,279	337			337
0133 - Health Records	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$135,956	64			64
0134 - AIDS Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$421,975	199			199
0135 - Handicapped Children	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$345,268	163			163
0137 - National DIR Support-Albuquerque/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$8,272,974	3,891		3,891	
0154 - Prescription Drug Monitoring	<input type="checkbox"/> <input type="checkbox"/>	\$1,000,000	471			471
		<u>\$61,728,011</u>				

02-Dental Health	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0201 - IHS Dental Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,680,872	791			791
0202 - IHS Dental Program - PgmFormula	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$5,211,934				
		<u>\$6,892,806</u>				

03-Mental Health	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
-------------------------	---------------	---------------	---------------	---------------------------	---------------	-----------------

Sunday, July 23, 2017

HURON POTAWATOMI

0301 - Technical Assistance	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$8,457,806	711		711
0302 - C.M.I. Grants	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$620,933	292		292
0303 - National Conference	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$106,289	50		50
		<u>\$9,185,028</u>			

04-Alcohol/Sub. Abuse	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0401 - Clinical Advocacy	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,095,464	1,455			1,455
0402 - Collaborative Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$834,554	393			393
		<u>\$3,930,018</u>				

05-Purchased/Referred C	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0501 - Fiscal Intermediary	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$8,226,856				
0504 - PRC Reserve & Undistributed	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,264,397	1,535			1,535
		<u>\$11,491,253</u>				

06-Public Health Nursing	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0601 - Preventive Health Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$937,654	441			441
0602 - Preventive Health Initiatives - PgmF	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$2,383,258				
		<u>\$3,320,912</u>				

07-Health Education	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0701 - IHS Health Education Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,133,793	533			533
		<u>\$1,133,793</u>				

08-CHR	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0801 - IHS CHR Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$2,369,315	1,114			1,114
		<u>\$2,369,315</u>				

13-Direct Operations	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
1301 - Direct Operations - Rockville	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$16,432,581	7,729		1,268	6,461
1302 - Direct Operations - Dental	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$800,000	376			376
		<u>\$17,232,581</u>				

24-Facilities & Envr. Hlt	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
2401 - San. Facilities Constr. Support	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$2,312,098	See Table 4F to be provided.		4,232	0
2402 - Environ. Health Services Support	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$1,569,222	See Table 4F to be provided.		7,514	54
2403 - Facilities & Realty Support	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$2,269,845	See Table 4F to be provided.		40	0
2404 - Facilities Engineering Support	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$1,359,652	See Table 4F to be provided.		83	142
2405 - Engineering Services Support	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$479,120	See Table 4F to be provided.		0	0
		<u>\$7,989,937</u>	See Table 4F to be provided.			

Other: _____

Note: For shares in line 2401-2405, please refer to Table 4F to be provided by Area.

Retain Contract

--	--

* Displays shares contracted previously adjusted for inflation and pay costs. If inter-tribal agreements applies, the contracted amount may include additional shares belonging to other Tribes for services this contract provides to them.

Negotiated Totals

Retain Contract

28,719	24,152
--------	--------

These NOTES clarify guidance that has been printed on Table #4 since 1997. The clarification more fully describes but does not alter policies in effect. The term "contracted" here means both contract and compact agreements.

FREESTANDING AND CONNECTED PSFA: Column 7 of Table #3 identifies whether a headquarters (HQ) PSFA is either freestanding or intricately connected with a corresponding PSFA based in the field. The majority of HQ PSFAs are freestanding, e.g., independent of field based PSFA. A Tribe may contract for freestanding HQ PSFAs whether or not it contracts for field based PSFAs. Alternatively, 17 HQ based PSFA are intricately connected with field based PSFA. If a Tribe considers contracting any of the intricately connected HQ PSFA without contracting the operationally connected field based PSFA, the IHS ALN may be able to identify potential trade-offs of contracting one without the other.

PARTIAL SHARES: If a Tribe chooses to contract for a portion of a HQ based PSFA and retain IHS to carry out the remaining portion, record the portions of contracted and retained funding in spaces provided on Table 4. Separately note the extent and type of services that HQ will provide to the contract with the retained funds. If the period of contract performance is less than a full year, the fraction of full year funds to be contracted is the fraction of the full year period that is to be contracted.

TRIBAL SIZE ADJUSTMENT (TSA) FORMULA: Because individual custom formula are burdensome and impractical for all 76 HQ PSFA, a generalized TSA formula developed with Tribal consultation applies to the majority of HQ PSFA. Shares were jointly calculated for the majority of HQ PSFA by the TSA formula in 1997.

PROTECTIONS AND PROPORTIONAL ADJUSTMENTS: In accordance with Section 508(d)(1)(C)(ii) of the ISDEAA, Tribal shares are protected from reductions in subsequent years except for narrow reasons specified in statute. Therefore, in years after 1997 each Tribe's base shares are adjusted higher if additional appropriations are provided to maintain current services levels, e.g., inflation and pay costs, or adjusted lower if a budget rescission, sequester, or appropriation reduction applies. Any such adjustments apply in a proportional manner to all shares. However, if 1) additional funds are appropriated to expand the scope or extent of performance of HQ PSFAs and 2) such funds are not earmarked or narrowly restricted, then for such funding increases the IHS determines each Tribe's additional share by reapplying the TSA formula to the latest available population data. Any such calculated additional shares are added to the Tribe's base shares for subsequent years. Shares determined by the TSA formula are considered recurring to the contract except in cases specified in statute.

PROGRAM FORMULA (PF) PSFA: A formula customized for an individual PSFA applies to a few HQ PSFA. Such program formula maybe recalculated annually and calculated shares may change from year to year. For example, Facilities and Environmental Health Support, lines 2401 - 2401, are recomputed annually and are displayed in separate Table 4F. If program formula calculations are incomplete at the time Table 4 is printed, blanks are displayed for the PSFA, but shares may be awarded later after program formula calculations are complete.

ROUNDING: Amounts may not exactly match due to rounding.

Appendix D

OEHE 4F Tables

Huron

Notawaseppi Huron

Notawaseppi Huron

Title: I

		Area				Headquarters						
		FY-2017	FY-2018	FY-2018				FY-2017	FY-2018	FY-2018	FY-2018	
		Activity Description	Actual	Available	Negotiated	Base Thru	Share Factor	Actual	Av 106a	Calcul	Negot	Base Thru
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
		1 Routine M&I IHS owned Facility										
		2 Routine M&I Tribally owned Facility										
		3 Project M&I IHS owned Facility										
		4 Project M&I Tribally owned Facility	21,268	26,621	16,772							
	a	Subtotal Non-base (26)	21,268	26,621	16,772							
	b	Subtotal base (26)										
2100		Total M&I (26)	21,268	26,621	16,772		Calculated on line 2405a					
		5 M&I Environmental Remediation Projects					Available with accepted proposal					
2200		9 Sanitation Facilities (P.L. 86-121 Projs) (00)	Available through amendment process									
2300		10 Health Care Facilities (NEW) (00)					With line item construction project					
		Facilities and Environ Health Support (2400)										
		Environ Health Support Account (EHSA)										
		11 San Fac Constr (SFC) Support -Proj Related	0	74,508	0							
		12 AO SFC Program Mgmt - Proj Related										
		13 SFC Support - Non-project Related	0	4,586	0							
		14 AO SFC Program Management-Non-project Related										
		15 Other:										
	a	Subtotal Non-Base (27)	0	79,094	0							
	b	Subtotal Base (27)										
	c	Subtot HQ-OEHE Support -SFC Non-Base (29)					0.0535	0	4231.529			0
	d	Subtotal HQ-OEHE Support -SFC Base (29)						0	0			0
2401		Total HQ-OEHE Support - SFC Related (29)						0	4231.529			0
		16 Environ Health Services - Basic Program	0	140,465	0							
		17 Environ Health Services - Institutional Hlth										
		18 Environ Health Services - Injury Prevention										
		19 AO Environmental Health Services Support										
		20 Other: Recurring Base	1,000	1,000	1,000							
	a	Subtotal Non-Base (27)	1,000	141,465	1,000							
	b	Subtotal Base (27)										
	c	Subtot HQ-OEHE Support EHS Non-Base (29)					0.0535	0	7,568			54
	d	Subtotal HQ-OEHE Support EHS Base (29)						0	0			0
2402		Total HQ-OEHE Support - EHS Related (29)						0	7,568			54
		Facilities Support Account (FSA)										
		31 Service Unit Operations										
		32 Biomedical										
		33 AO FSA Support	0	1,508	0							
		34 AO Real Property Support										
		35 AO Biomedical Program										
		36 M&I Engineering Support	0	936	0							
		37 Other:										
		Total FSA (28)	0	2,444	0							
2403		HQ Facilities and Real Property Support										
	a	Total HQ - OEHE Support - FSA Related (29)					0.0165	0	40			0
	b	Real Property(based on net # of bldgs transferred to tribe) (29)					214.38	0	0	0		0
2404		Facilities Planning and Construction Support					Available with line 2300					
		Engineering Services Support										
	a	M&I Contracting Services (29)					0.0085	0	225			142
	b	New Health Care Facilities (29)					Available with line 2300					
		TOTAL Facilities and Environ Support (29)	1,000	223,003	1,000			0	12,025			195
		Equipment Replacement (01)	7,540	7,540	6,560							
		SubTotal (Non-Base)	29,808	257,164	24,332			0	12,065			195
		SubTotal (Base Budget Pilot	0	0	0			0	0			0
		GRAND TOTAL	29,808	257,164	24,332			0	12,065			195

APPENDIX E – RESERVED FOR ACC: Annual Contract Support Cost Tool

APPENDIX F – RESERVED FOR DIRECT CONTRACT SUPPORT COST (DCSC)
WORKSHEET

APPENDIX G – RESERVED FOR INDIRECT TYPE COSTS

Appendix H
To Funding Agreement Between
Nottawaseppi Huron Band of Potawatomi (NHBP) and
Secretary of Health of Human Services

List of Locations where the NHBP may provide PSFAs

The Huron Potawatomi Tribe may provide PSFAs at the following venues and locations, in addition to other venues and locations that the Tribe may determine:

Facility Addresses

Facility Address	City	State	Zip Code	Common Name
2221 1-1/2 Mile Rd.	Fulton	Michigan	49052	Justice Center
1488 Mno-Bmadzewen Way	Fulton	Michigan	49052	Community Center
1474 Mno-Bmadzewen Way	Fulton	Michigan	49052	Health Center
2342 1-1/2 Mile Rd.	Fulton	Michigan	49052	Head Start
2466 1-1/2 Mile Rd.	Fulton	Michigan	49052	Bkedé O Mshiké
1416 T Drive South	Fulton	Michigan	49052	Public Works Facility
1485 Mno-Bmadzewen Way	Fulton	Michigan	49052	Government Center
2206 1-1/2 Mile Rd.	Fulton	Michigan	49052	Athens Indian Church
2102 1-1/2 Mile Rd.	Fulton	Michigan	49052	Well House
1301 T Drive South	Fulton	Michigan	49052	Environmental Offices
1305 T Drive South	Fulton	Michigan	49052	Sugar Shack
311 State Street	Grand Rapids	Michigan	49503	311 State Street
421 Columbus Ave	Grand Haven	Michigan	49417	Grand Haven Community Center
11777 E. Michigan Ave	Battle Creek	Michigan	49014	Fire Keepers Casino

[END OF APPENDIX H]

APPENDIX I – RESERVED FOR BUYBACK AGREEMENT

Appendix J

Tribal Resolution No. 10-18-12-01 regarding non-beneficiaries



Nottawaseppi Huron Band of the Potawatomi

A Federally Recognized Tribal Government

NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS RESOLUTION NO. 10-18-12-01

Eligibility for Direct Care Services

WHEREAS: the Nottawaseppi Huron Band of the Potawatomi (herein referred to as "NHBP") owns and operates the NHBP Health Department through which medical, dental, and behavioral health services are offered, and provides other services through other departments of the tribal government; and

WHEREAS: the NHBP carries out programs of the United States Department of Health and Human Services, Indian Health Service ("IHS") pursuant to a Compact and funding agreements, entered into pursuant to the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, as amended; and

WHEREAS: Section 813 of the Indian Health Care Improvement Act, as amended, (codified at 25 U.S.C. § 1680c) in the Patient Protection and Affordable Care Act, authorizes Pub. L. 94-437, ("IHCA") authorizes the governing body of an Indian Tribe providing health services under a compact to determine whether such health services should be made available to individuals not otherwise eligible for such health services; and

WHEREAS: in making such a determination the governing body must determine that the provision of such health services will not result in a denial or diminution of health services to eligible Indians; and

WHEREAS: the NHBP Health Department has a system for obtaining grants and for billing and collection to ensure that it recovers the cost of delivering health services provided to an individual who is not otherwise entitled to services under the Compact and Funding Agreement; and

WHEREAS: the Tribal Council of the NHBP has determined that the conditions of Section 813, as amended, are satisfied.

NOW THEREFORE BE IT RESOLVED: The NHBP Tribal Council hereby authorizes delivery of health services to the following persons who are not otherwise eligible for health services in accordance with the requirements of Section 813 of the Indian Health Care

Improvement Act, as amended, codified at 25 U.S.C. § 1680c, that such services will not result in denial or diminishment of health services to those otherwise entitled to health services under the NHBP's Contract and Annual Funding Agreement with the Secretary of Health and Human Services:

1. Spouses of eligible Indians, who are not Indians and are not otherwise eligible for the health services provided by the NHBP Health Department, shall be eligible for health services available at the NHBP so long as the provision of such health services will not result in a denial or diminution of health services to eligible Indians.
2. Children, under the age of 19, who are the adopted children, step children, foster children, legal wards, or orphans of an eligible Indian and who are not Indians and are not otherwise eligible for health services provided at the NHBP Health Department, so long as the provision of such health services will not result in a denial or diminution of health services to eligible Indians.
3. Employees of the NHBP who are not Indians and are not otherwise eligible for the health services provided by the NHBP Health Department, shall be eligible for such health services available provided by the NHBP Health Department so long as the provision of such health services will not result in a denial or diminution of health services to eligible Indians.


BE IT FURTHER RESOLVED: that otherwise ineligible Persons made eligible under this resolution to receive health services at the NHBP Health Department shall be liable for payment of such health services under a schedule of charges which results in reimbursement in an amount not less than the actual cost of providing the health services. Amounts collected under this subsection including Medicare, Medicaid and children's health insurance program reimbursements shall be credited to the account of the program providing the service and shall be available for expenditure within such program.

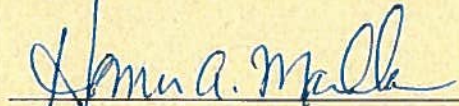
BE IT FURTHER RESOLVED: the NHBP Tribal Council authorizes the NHBP Health Department's Health Director to monitor the delivery of health services offered pursuant to this Resolution and to report to the Tribal Council if, at any time, it appears that offering services pursuant to this Resolution may result in denial or diminishment of services to individuals otherwise eligible for services:

[Certification Page Follows]

CERTIFICATION

On October 18, 2012, this resolution was approved at a duly called Regular Meeting of the Tribal Council on the Pine Creek Indian Reservation, a quorum being present, by an affirmative vote of 3-members, with 2-opposing, 0-absent, and 0-abstaining, this 18th day of October 2012.


RoAnn Beebe-Mohr, Secretary


Homer A. Mandoka, Chairperson

Distribution: Tribal Council Records
NHBP Health Department
Legal Department
Integrity First Consulting

Appendix K

**Tribal Resolution No. 12-20-17-01 authorizing execution of
Self-Governance Compact and Funding Agreement**



**NOTTAWASEPPI HURON
BAND OF THE POTAWATOMI**
A FEDERALLY RECOGNIZED TRIBAL GOVERNMENT

**NOTAWASEPPI HURON BAND OF THE POTAWATOMI
RESOLUTION NO. 12-20-17-01**

**Authorizing Execution of Self-Governance Compact and Funding Agreement with the
Indian Health Service Under Title V of the Indian Self-Determination and Education
Assistance Act, 25 U.S.C. §§ 5301 et seq.**

WHEREAS: On December 21, 1995, the Department of the Interior recognized the Nottawaseppi Huron Band of the Potawatomi, as a federally recognized Indian Tribe pursuant to the Federal Acknowledgment Process (60 Fed. Reg. 66315);

WHEREAS: Article VI, Section 1 of the Tribe's Constitution empowers the Tribal Council to negotiate with and enter into agreements with federal government, as well as to promote and protect the health, safety, and general welfare of the Band and its members;

WHEREAS: the Tribe has carried out the programs, services, functions, and activities (PSFAs) of the Indian Health Service pursuant to a contract and annual funding agreements entered into under Title I of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301 *et seq.* (ISDEAA); and

WHEREAS: the Tribe has been pursuing multiple strategies to improve and expand its health program to better meet the needs of the community under a new Self-Governance Compact and Funding Agreement under Title V of the ISDEAA; and

WHEREAS: pursuant to Tribal Council Resolution No. 10-19-17-11, the Tribal Council authorized its Chairperson, in collaboration with legal counsel and other representatives of the Tribe, to formally request commencement of negotiations with the Indian Health Service on the language of a new Self-Governance Compact and Funding Agreement under Title V of the ISDEAA;

WHEREAS: the Tribe and the Indian Health Service have completed negotiations on the language of a new Self-Governance Compact and Funding Agreement under Title V of the ISDEAA;

WHEREAS: the Tribe will carry out prior, new, and expanded PSFAs under the new Self-Governance Compact and Funding Agreement under Title V of the ISDEAA;

WHEREAS: the Tribal Council has reviewed the negotiated Self-Governance Compact and Funding Agreement; and

WHEREAS: the Tribe and Indian Health Service are continuing, or may continue, to negotiate the Contract Support Cost requirements associated with the new Self-Governance Funding Agreement beginning in Calendar Year 2018.

T.C. RESOLUTION NO. 12-20-17-01
IHS SELF-GOVERNANCE COMPACT/FUNDING AGREEMENT APPROVAL
APPROVED BY TRIBAL COUNCIL: DECEMBER 20, 2017

PAGE 1 OF 2

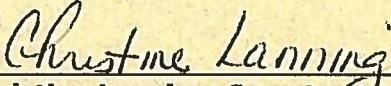
NOW THEREFORE BE IT RESOLVED that the Tribal Council approves entering into the new Self-Governance Compact and Funding Agreement with the Indian Health Service pursuant to Title V of the ISDEAA; and

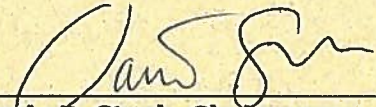
BE IT FURTHER RESOLVED, the Tribal Council authorizes the Chairperson (or his designee) to complete negotiations and execute the final documents for entering into the Self-Governance Compact and Funding Agreement with the Secretary of Health and Human Services to carry out PSFAs of the Indian Health Service, including the final Contract Support Cost requirements. Pursuant to this authorization, the Chairperson (or his designee) may, in consultation with legal counsel, pursue any remedies available to the Tribe under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. § 7101 et seq., should the parties fail to reach a negotiated resolution of Contract Support Cost requirements.

###

CERTIFICATION

On December 20, 2017, this resolution was approved at a special meeting of the Tribal Council duly called and held for this purpose on the Pine Creek Indian Reservation, a quorum being present, by an affirmative vote 5 members, 0 opposing, 0 absent, and 0 abstaining.


Christine Lanning, Secretary


Jamie P. Stuck, Chairperson

Distribution: Government Records
Indian Health Service
Legal Department
Finance Department

**MULTI-YEAR FUNDING AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND THE
KEWEENAW BAY INDIAN
COMMUNITY
October 1, 2015 to September 30, 2019**

Section 1 -- Authority.

This Multi-Year Funding Agreement (Agreement) is entered into by and between the Indian Health Service (IHS) for the Secretary of the Department of Health and Human Services of the United States of America (Secretary) and the Keweenaw Bay Indian Community (Tribe) pursuant to the authority in Title V of the Indian Self-Determination and Education Assistance Act (ISDEAA), Pub. L. 93-638, as amended, and is incorporated into and governed by the Compact of Self-Governance (Compact) entered into between the Secretary and Tribe on October 1, 2001, and other applicable law as amended.

Section 2 -- Purpose.

The purpose of this Agreement is to set forth the programs, services, functions and activities (PSFAs) (as described in Sections 3&4 of this Agreement), and associated resources, to be transferred from the IHS to the Tribe for the funding period October 1, 2015 through September 30, 2019; to identify the PSFAs, and associated resources, to be retained by the IHS for the same funding period; and to identify any terms and conditions for implementation of this Agreement in addition to those in the Compact.

Section 3 -- Tribal Programs.

In general. The Tribe agrees to administer, provide, or otherwise be responsible for the PSFAs identified below in accordance with the terms of the Compact and this Agreement, and to provide quality health services that will at all times meet applicable standards. To the extent the PSFA descriptions in the Compact and this Agreement conflict with the descriptions and definitions provided in the Indian Health Care Improvement Act (IHCIA), as amended, the IHCIA shall prevail unless it conflicts with the ISDEAA.

General program description. The Tribe agrees to operate the Tribal Health Center in Baraga and provide Community Health Services at Baraga, Ontonagon, and Houghton counties. Services will be provided to IHS-eligible persons as defined under applicable law, and such other persons, including but not limited to Medicaid eligible individuals and tribal employees, as determined by the Tribe's Board of Directors consistent with Section 813 of the IHCIA (25 U.S.C. §1680c) and other applicable authorities. Funding under this Agreement uses the Tribe's active user population as that term is defined by the IHS. Services the Tribe will provide directly or by contract include clinical and ancillary

support services; dental services; community health services; maternal and child health, alcohol, mental health, environmental health, health education, and special programs developed to ensure that a continuum of care is available, including audiology, nutrition, optometry, breast and cervical cancer screening, and diagnostic services. The Tribe is committed to provide quality patient care by maintaining qualified staff, state-of-the-art equipment, a well-functioning physical plant and the continuous supply of medical provisions required to provide quality patient care.

(a) The Tribe agrees to provide the following services:

1. Patient Care: Under a comprehensive health care delivery plan, the Tribe agrees to provide the following direct patient care services:
 - acute patient care
 - ambulatory care services
 - specialty clinics support
 - optical services
 - services provided in the primary health center and through daily contact by telephone within the communities throughout the service area
 - traditional health care practices, subject to 25 U.S.C. § 1680u.The services will be provided by:
 - mid-level practitioners
 - licensed physician coverage
2. Ancillary Services: Ancillary services will be maintained at levels sufficient to support medical diagnosis and within the funds available, including but not limited to laboratory, radiology, pharmacy, social services, and dietary.
3. Support Services: A complement of services required to support the provision of health services to the service area. Such services may include but are not limited to: plant operations, housekeeping, maintenance, personnel, health information management services, information systems, administration and board support, material management, sterile supply, mailroom, telecommunications, financial, and business office functions.
4. Purchased/Referred Care (PRC): Purchase services on a contractual or open-market basis which are not otherwise available or accessible to eligible beneficiaries on a contractual or open-market basis.
5. Alcohol and Drug Abuse: Provides services to reduce substance abuse and associated problems through inpatient services, outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement.

6. ✓ Behavioral Health: Provides services to address family, child, adolescent and community mental health problems through the Behavioral Health Center programs and services; including home care services to mentally disabled individuals.
7. Dental: Provides services to raise dental health and lower the incidence of dental disease. Services will be provided by licensed dental staff at the Health Center.
8. Environmental Health: Identifies, evaluates, and controls the biological, chemical and physical factors in the environment that may have an adverse impact on health, including waste water treatment and disposal, site inspection and investigation, and sanitation projects.
9. Health Education: Provides services to inform, educate, and motivate residents to adopt healthy lifestyles including FAS/FAE and nutrition education.
10. Community Health Services: Provides community based services to determine health needs, improve health knowledge, and to promote healthy lifestyles and practices; provides advocacy and administrative services.
11. Maternal and Child Health Program: Provides prenatal care, family planning, and newborn patient education, assistance in risk screening and coordination of prenatal care.
12. Nutrition: Provides community based nutrition services to eligible individuals and programs throughout the Service Area.
13. Home- and Community-Based Services: Provide home and community care to functionally disabled elderly individuals as defined in 42 U.S.C. §1396t and 25 U.S.C. §1621d(a)(2) in accordance with applicable standards.
14. Tribal Premium Sponsorship: Purchase health benefits coverage for eligible beneficiaries, in accordance with 25 U.S.C. § 1642, in furtherance of the purposes of this Agreement.

(b) Nothing herein shall limit the authority of the Tribe to allocate and reallocate funding provided under this Agreement among health PSFAs, or to establish, consolidate, or terminate the same, or to merge such PSFA with other health-related programs operated by the Tribe to the full extent permitted under the Compact and Title V of the ISDEAA.

Section 4 -- Obligations of the IHS.

Amounts Available in Fiscal Year 2016. The estimated amounts available to the Tribe for Fiscal Year 2016 pursuant to the Compact and Title V of the ISDEAA, as amended are summarized in the attached Self-Governance FA table, FY 2016 FA HQ Detail Report Table #4 and Bemidji Area 2016 FA Detail By Account (Attachment A) based upon the FY 2015 IHS Appropriations Act by sub-sub activity excluding earmarks. This methodology will be used for each subsequent year for the term of this agreement. IHS agrees to consult with the Tribe prior to making any adjustments to estimated amounts. The parties to this Agreement recognize that the total amount of funding in this Agreement is subject to adjustment based on changes in appropriations by Congressional action in appropriations acts. Upon enactment of relevant appropriations acts or other law affecting availability of funds to the IHS the Tribe will be notified and the total funding amount will be adjusted in accordance with the law.

The Tribe shall receive funding for all new services, service increases, mandatory increases, Congressional increases, population growth, health service priority system, and other non-recurring resources on the same basis as other Area Tribes. Upon enactment of relevant Congressional appropriations acts, amounts will be adjusted for increases utilizing the Tribe's Area Tribal Size Adjustment percent (TSA%), excluding Congressional earmarks. The most current Area Patient Count (formerly called Area User Population) numbers agreed to and validated by the IHS and Area Tribes will be used to calculate the TSA% for the Tribe. For FY2016 the Area will use the 2014 validated Area Patient Count numbers (2,527). The HQ User population for FY2014 is ~~2,173~~ 2,173.6.

- (i) Direct Program Funding. The IHS and the Tribe agree that the funds to be paid to the Tribe in FY 2016 will be the total of the final reconciled FY 2015 amount of Headquarters, Area Office, Service Unit and direct program "base" funds less the amounts from Program Formula funds which the IHS distributes annually on a non-recurring basis such as but not limited to, PRC, Emergency Fund, and Office of Environmental Health & Engineering funds. Program Formula funds will be recalculated annually based on the appropriate formula and paid to the Tribe. Changes to the direct program "base" amount, as noted in the previous paragraph, will also be made in accordance with applicable appropriations changes.

(i)(a) Total Program Funds Available FY 2016

Headquarters funds	\$115,607
Area Office funds	\$711,429
Historical Tribal Base	\$2,883,163
Direct CSC	\$760,237
Indirect CSC	\$644,226
Total	\$5,114,662

(i)(b) Retained Shares

Headquarters	
126 DIR Support	\$1,553
137 National DIR	\$3,642
1301 Direct Operations	\$3,379
2401-2405 OEH	\$6,786
Total	\$15,360

Area

305 Behavioral Health	\$1,636
306 Recruitment	\$1,592
309 Contract Health	\$1,384
319 Facilities	\$7,780
320 EHS	\$11,173
321 Eng. Services	\$4,878
322 SFC Area	\$9,388
326A EHS Field	\$30,089
326B EHS District	\$6,704
327 SFC Field	\$80,905
Total Area	\$155,529
Total Retained	\$170,889

(i)(c) Total Negotiated Amount

Headquarters Funds	\$ 100,247
Area Office Funds	
Area OEH&E (w\M&I & Equip)	\$158,030
Alcohol Rehab	\$357,270
Other	\$41,600
Historical Tribal Base	\$2,883,163
Direct CSC (per Section 4(v))	\$760,237
Indirect CSC (per Section 4(v))	\$644,226
Total	\$4,944,773

The estimated amount to be paid to the Tribe pursuant to this Agreement which will represent the Tribe's Base Amount is \$3,743,647. This does not include the OEH&E Program Formula Shares, Area Shares, or Indirect Contract Support funds.

The parties recognize that the distribution methodologies for some of the resources managed by IHS Headquarters and the Area Offices have not been finalized. Therefore, the parties agree that any subsequent revision of a distribution methodology that would result in an increase or decrease to the above defined funding will not affect this base during the Term of this Agreement.

Pursuant to section 506(e) of the ISDEAA, 25 U.S.C. § 458aaa-5(e), as amended, the Tribe has the discretion to allocate this funding between and among PSFAs as determined by the Tribe so long as these funds are used consistent with applicable Federal appropriations and other applicable Federal law.

- (ii) **OEHE Funding.** The Tribe's OEHE funds are included in the total negotiated amount in section 4(i)(c) above. The amount of OEHE funds to be paid to the Tribe will be identified on an annual basis based on workload and need based distribution methodologies. The distribution methodologies used in FY97 will continue to be used to calculate the OEHE funds transferred to the Tribe unless the IHS consults with the Tribe regarding any change in the methodology and the Tribe concurs in the change. The amount of funds to be paid and any retained shares will be calculated on an annual basis and paid to the Tribe annually.
- (iii) **Other Headquarters Managed Funds.** The Tribe is to remain eligible for distribution of Tribal shares of the Management Initiatives, and the Director's Emergency Fund line-items as identified in FY2016 Headquarters tables. Shares of the Management Initiatives and the Director's Emergency Fund line items will be based on the TSA formula for any balance in the fund at each fiscal year end.

- (iv) Other Resources. The Tribe will also be eligible for new services, service increases, mandatories, population growth, health services priority system, Congressional increases, contract support, and other non-recurring resources on the same basis as all other Area tribes.
- (v) In accordance with 25 U.S.C. § 450j-1 and § 458aaa-7(c) contract support costs (CSC) are the reasonable costs for activities which the Tribe must carry out to ensure compliance with the terms of the compact and prudent management and which do not duplicate funding provided under 25 U.S.C. § 450j-1 (a)(1). As of the date of execution of this agreement, and based upon the best available data, the Tribe's CSC requirement under the foregoing statutory provisions for the fiscal year covered by this agreement has been estimated to be \$1,404,463, including \$760,237 for direct CSC and \$644,226 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary to reflect the full CSC required under 25 U.S.C. § 450j-1, and, to the extent not inconsistent with the Indian Self- Determination Act, as specified in IHS Manual Part 6, Chapter 3 (approved Apr. 6, 2007).

From the amount Congress appropriates for CSC for FY 2016, and, to the extent not inconsistent with applicable law, employing the allocation procedures specified in IHS Manual Part 6, Chapter 3 (approved Apr. 6, 2007), and treating the Tribe on the same basis as all other tribes, IHS will pay \$1,404,463 to the Tribe for the fiscal year covered by this agreement, including \$760,237 for direct CSC and \$644,226 for indirect or indirect-like CSC, provided that such payment shall be subject to adjustment based

Keweenaw Bay Indian Community
FY2016-2019 Funding
Agreement

Page 7

on 25 U.S.C. § 450j-1 (b) and the actual amount Congress appropriates for CSC, and that adjustments to the payment will be reflected in future amendments to this agreement. In no event shall the preceding payment exceed 100 percent of the Tribe's recalculated CSC requirement.

Pursuant to 25 U.S.C. § 450m-1 (a), (d), the Tribe retains the right to file a damages claim under the ISDEAA, this agreement and the Contract Disputes Act, 41 U.S.C. § 7101 et seq., to the extent there is a difference between the CSC requirement recalculated under subparagraph I, and the amount actually paid under subparagraph 2, and to take such other action as may be authorized under 25 U.S.C. § 450m-1(a). Nothing in this agreement shall be construed as a waiver of the Tribe's rights under 25 U.S.C. § 450j-1 and § 458aaa-7(c).

- (vi) Continuing Services: The IHS will continue to provide the Tribe services, and the Tribe will remain eligible for other activities provided or conducted by IHS with any and all retained funds, including those retained as "residual."

Section 5 -- Errors, Mistakes, Adjustments.

The parties agree to mutually correct errors in calculations, mistakes, or other adjustments to the amounts of funding identified in Section 4 of this Agreement, and Attachment A.

Section 6 -- Method of Payment.

All funding shown in Section 4 shall be paid in one advance 100% lump sum payment to be made within 30 days of apportionment of such funds except for advance payment for buyback. Program formula shares will be paid within 10 days of the Area receiving funds.

Section 7 -- Earmarked Programs, Services and Functions.

The Tribe is not authorized under this Agreement to redesign, shift or transfer funding for PSFAs which is subject to special restrictions imposed by appropriations acts except as allowed by applicable law.

Section 8-- Health Status Reports.

The Tribe agrees to report on health status and service delivery in accordance with the requirements of Section 507(a)(1) of the ISDEAA, 25 U.S.C. § 458aaa-6(a)(1). Performance Indicators identified in Attachment C to this Agreement will serve to identify the Health Status of the Tribe. The Tribe has elected to use the identified Government Performance Results Act (GPRA) indicators for Health Status reporting.

Section 9-- Statutorily Mandated Grants.

In accordance with Section 505(b)(2) of the ISDEAA, 25 U.S.C. § 458aaa-4(b)(2), and its implementing regulations, the parties agree that upon written request by the Tribe, the Secretary will add the Tribe's FY 2016 Diabetes grant, and any other statutorily mandated grants awarded through the IHS to the Tribe, to this Agreement after such grants have been awarded. The Diabetes grants for FY 2017, 2018, and 2019 will be added as part of the renewal for the respective Fiscal Year. Grant funds will be paid to the Tribe as an advance 100% lump sum payment through the Payment Management System. Interest earned on such funds will be used by the Tribe to enhance the specific statutorily mandated grant program, including allowable administrative costs and reporting requirements. The Tribe will comply with all terms and conditions of the grant award for statutorily mandated grants, including reporting requirements and will not reallocate grant funds or redesign the grant program.

Section 10 -- Amendments or Modifications of this Agreement as Negotiated.

Except as otherwise provided by this Agreement, the Compact, or by law, any modifications of this Agreement shall be in the form of a written amendment and shall require written consent of the Tribe and the Secretary.

Written consent of the Tribe shall not be required for issuing amendments that result from increases in actual appropriation levels or that represent an increase in funding for PFSAs identified in the Agreement. Such increases include, but are not limited to:

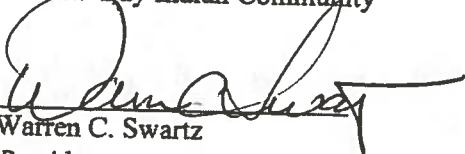
Program/Area/Hqs. Mandatories
Program/Area/Hqs. End of Year Distributions
Catastrophic Health Emergency Fund (CHEF)
Medicare and Medicaid Collections

Section 11 -- Reassumption.


The Secretary may reassume PSFA (or portions thereof) carried out by Keweenaw Bay Indian Community under this Funding Agreement, and the funding associated with such PSFA (or portion thereof), pursuant to 25 U.S.C. § 458aaa-6(a)(2) and the regulations at 42 C.F.R. Part 137, Subpart M.

Dated this SEP 17 day of 2018, 2016

Keweenaw Bay Indian Community

By: 
Warren C. Swartz
President

Secretary of the Health and Human Services

By: 
~~Ms. Mary Smith, Principal Deputy Director~~ RADM Michael D. Weahkee MBA, MHA
~~Indian Health Service~~ Assistant Surgeon General, U.S. Public Health Service
Acting Director

Attachment A Funding Tables
Attachment B Tribal Resolution
Attachment C Health Indicators

TRIBE: KEWEENAW BAY 10/01/2015-09/30/2016

DATE: 5/27/2015 0:00

Prepared by ALN/BAO POC

BEMIDJI AREA - Pre-Negotiation Sheet DRAFT

2016 FA DETAIL BY ACCOUNT

Based on 2015 Appropriations

A	B	C	D	E	F	G	H	I
Item Numbers From Tables	AFA SHARES BY AREA ACCOUNT	Sub-Sub	2015 Total Starting Base	2015 Initial Shares	2015 Mandatory Increases	2015 Shares Eligible	2015 Retained Amount	2015 Negotiated Amount
Health Services Account								
301	Area Director	H/C	359,508	7,211		7,211	0	7,211
302	Program Planning	H/C	68,455	1,297		1,297	0	1,297
304	CMO/OCS Support	H/C	149,250	2,912		2,912	0	2,912
305	Behavioral Health	ASA	83,820	1,636		1,636	1,636	0
306	Recruitment	H/C	81,605	1,592		1,592	1,592	0
307	Non-Contractable	H/C	178,172	7,573		7,573	0	7,573
309	Purchased/Referred Care Officer	H/C	70,917	1,384		1,384	1,384	0
310	Executive Officer & Support	H/C	135,413	2,642		2,642	0	2,642
311	Budget	H/C	208,059	4,060		4,060	0	4,060
312	Contracting	H/C	378,541	7,387		7,387	0	7,387
313	Office Services	H/C	82,195	1,604		1,604	0	1,604
314	MIS	H/C	354,288	6,914		6,914	0	6,914
TOTAL HEALTH SERVICES ACCOUNT			2,158,224	46,212		46,212	4,612	41,600
AREA OEHE*								
319	Facility Support		205,588	7,780		7,780	7,780	0
320	Environmental Health Support		333,893	11,173		11,173	11,173	0
321	Engineering Services		130,031	4,878		4,878	4,878	0
322	SFC Area		382,613	9,388		9,388	9,388	0
TOTAL AREA OEHE			1,051,835	33,219		33,219	33,219	0
AREA MANAGED*								
	Alcohol Reg. Trmt. Ctrs.					357,270		357,270
326A	OEHS Sanitarian (Field)		801,768	30,089		30,089	30,089	0
326B	OEHS Sanitarian (District)		200,155	6,704		6,704	6,704	0
327	SFC Field OEHS Engineer		2,062,953	80,905		80,905	80,905	0
328	M&I - Includes Pool Project		2,114,575	136,515		136,515	0	136,515
328A	Equipment		945,195	20,515		20,515	0	20,515
TOTAL AREA MANAGED			6,124,666	274,728		631,998	117,698	514,300
TRIBES OPERATING UNIT								
BASE FUNDING			2015 Starting Base	2015 Initial Base	2015 Increases	2015 Eligible	2015 Withheld	2015 Negotiated
	Hospitals & Clinics	1/ H/C	97,468,222	1,094,988	1,787	1,095,855	18,068	1,079,787
	Dental	DEN	4,127,308	49,589	0	49,589	0	49,589
	Mental Health	M/H	2,189,281	66,151	0	66,151	0	66,151
	Alcohol/Substance Abuse	ASA	9,813,285	221,281	0	221,281	0	221,281
	Public Health Nursing	PHN	2,101,397	22,773	0	22,773	0	22,773
	Health Education	HE	800,875	2,207	0	2,207	0	2,207
	Community Health Reps.	CHR	4,585,874	100,151	0	100,151	0	100,151
	Purchased/Referred Care	PRC	60,168,939	1,261,584	50,221	1,311,804	0	1,311,804
	Direct Contract Support Costs	2/ DCSC	15,327,122	757,963	0	757,963	0	757,963
	Indirect Contract Support Costs	22/ IDCSC	19,748,886	844,228	0	844,228	0	844,228
341	Environmental Health	OEHS	33,000	1,000	0	1,000	0	1,000
TRIBE BASE TOTAL			216,174,987	4,220,973	52,008	4,272,980	18,068	4,256,912
TOTAL BEMIDJI AREA			225,509,712	4,575,132	52,008	4,984,408	171,597	4,812,812
1/ Withheld/Buy Back Services								
	Bio-Med Option 2					18,068	18,068	
	Health Information Management (HIM)					5,769	0	
	Vista Imaging (Vista)					6,523	0	
	Clinical Applications Coordinator (CAC)					2,901	0	
	Business Office Coordinator (BOC)					5,738	0	
	Meaningful Use					8,333	0	
	Pharmacy CAC					10,655	0	
Total Withheld/Buy Back Service						55,387	18,068	
GRAND TOTAL				\$4,575,132	\$52,008	\$4,984,408	\$171,597	\$4,812,812

1/ Withheld Pursuant to 25 U.S.C. § 468aaa-7(e) and (f) and 42 C.F.R. § 137.95 for buyback services: Biomed (Option 2)

2/ Estimated Contract Support Cost need based on CSC Estimation Worksheet dated 10-2-14

3/ Indirect Contract Support Costs (IDC) are nonrecurring, must be justified annually, and can only be used for IDC.

* OEHS funds are based on workload and change each year

Reviewed by Finance: _____ Date: _____

Table #4
HQ PFSAs for FY 2016 TSA and Program Formula Lines
\$ in Pool, Eligible Shares, and Prior Payment

Based on FY2015 IHS Appropriation

KEWEENAW BAY				Shares Allocable to AFA		Eligible for 2016			
				\$0	\$0	\$115,607			
KEWEENAW BAY				\$ In Pool	Eligible	Paid in	Elig. In	Leave	Due
				TSA PF BB	Shares	2015	2016	2016	2016
				TSA+PF					
Hospitals & Clinics					\$0	\$27,053	\$68,511	\$5,195	\$63,316
101	Emergency Fund		X		\$0	\$0	\$0	0	0
104	Inter-Agency Agreements				\$0	\$1,548	\$1,547	0	1,547
105	Management Initiatives		X		\$0	\$0	\$0	0	0
106	A.C.O.G. Contract	X			0	122	123	0	123
107	H.P/D P. Initiatives	X	X		0	2,236	2,236	0	2,236
110	N.E.C.I	X			0	1,384	1,384	0	1,384
111	Nurse Initiatives	X			0	1,563	1,563	0	1,563
112	Nursing Costops	X			0	807	807	0	807
113	Chief Clinical Consultant	X			0	347	347	0	347
116	Emergency Medical Svcs	X			0	464	464	0	464
117	Traditional Advocacy Program	X			0	125	125	0	125
118	Research Projects	X			0	1,591	1,591	0	1,591
119	A.A.I.P. Contract	X			0	34	34	0	34
120	Clinical Support Center-Phoenix	X			0	2,290	2,289	0	2,289
121	Costops-Non Physicians	X			0	102	102	0	102
123	Physician Residency	X			0	345	345	0	345
124	Recruitment/Retention	X			0	2,564	2,564	0	2,564
125	U.S.U.H.S., etc	X			0	3,815	3,815	0	3,815
126	D.I.R. Support Fund	X			0	0	31,052	1,553	29,499
127	Evaluation	X			0	1,328	1,328	0	1,328
128	National Indian Health Board	X			0	570	570	0	570
129	Albany/HQ Administration	X			0	1,258	1,258	0	1,258
130	Nutrition Training Center	X			0	486	486	0	486
131	Diabetes Program-Albany/HQ	X			0	1,674	1,674	0	1,674
132	Cancer Prevention-Albany/HQ	X			0	938	938	0	938
133	Health Records	X			0	134	134	0	134
134	AIDS Program	X			0	894	894	0	894
135	Handicapped Children	X			0	454	454	0	454
137	National DIR Support-Albany/HQ	X			0	0	10,406	3,642	6,764
DENTAL HEALTH					\$0	\$1,614	\$1,614	\$0	\$1,614
201	IHS Dental Program	X			0	1,614	1,614	0	1,614
202	IHS Dental Program-PgmFormula		X						
MENTAL HEALTH					\$0	\$2,808	\$2,808	\$0	\$2,808
301	Technical Assistance	X			-	1,897	1,898	0	1,898
302	C.M.I. Grants	X			-	775	775	0	775
303	National Conference	X			-	134	133	0	133
ALCOHOL/SUB. ABUSE					\$0	\$5,946	\$5,947	\$0	\$5,947
401	Clinical Advocacy	X			-	5,452	5,453	0	5,453
402	Collaborative Initiatives	X			-	494	494	0	494
CONTRACT HEALTH CARE					\$0	\$3,727	\$3,874	\$0	\$3,874
5501	C.H.S. Fiscal Intermediary		X		0			0	0
504	C.H.S. Reserve & Undistributed	X			0	3,727	3,874	0	3,874

KEWEENAW BAY

	TSA	PF	BB	Eligible Shares	Paid in 2015	Elig. in 2016	Leave 2016	Due 2016
PUBLIC HEALTH NURSING				\$0	\$1,125	\$1,126	\$0	\$1,126
601 Preventive Health Initiatives	X			-	1,125	1,126	0	1,126
602 Preventive Health Initiatives-PgmFor		X		0	0	0	0	0
HEALTH EDUCATION				\$0	\$1,415	\$1,416	\$0	\$1,415
701 IHS Health Education Program	X			-	1,415	1,415	0	1,415
CHR				\$0	\$2,925	\$2,924	\$0	\$2,924
\$801 IHS CHR Program	X			-	2,925	2,924	0	2,924
DIRECT OPERATIONS				\$0	\$17,225	\$20,604	\$3,379	\$17,225
1301 Direct Operations-Rockville	X			0	17,225	20,604	3,379	17,225
FACILITIES & ENVR.HLTH.S				\$0	\$6,484	\$6,786	\$6,786	\$0
2401 San.Facilities Constr Support		X		0	3,718	3,770	3,770	0
2402 Environ Health Services Support		X		0	1,684	2,002	2,002	0
2403 Facilities & Realty Support		X		0	217	158	158	0
2404 Facilities Engineering Support		X		0	0	856	856	0
2405 Engineering Services Support		X		0	865	0	0	0
OTHER:								

Total Shares
\$0

Eligible for 2016
\$115,607

REVISED TOTAL

\$15,360 \$100,247

The IHS negotiator must pro-rate shares due if: 1) the AFA does not manage 100% of PFSA, and/or 2) the period is not a full year.

Tribal Size Adjustment (TSA) LINES: The amount shown in the Shares column was determined by the TSA formula in April 1997 (FY 1997 budget). Increases and/or decreases are made annually in proportion to the changes in appropriations for the budget sub-activity which are individually applied during budget execution upon receipt of new appropriations.

PROGRAM FORMULA (PF) LINES: The amounts shown in the Shares column is determined annually by separate program formula. In many program formula lines, results differ from year to year. If zero shares appear at negotiations, the AFA may qualify for a portion of program formula funds later in the FY. The Facilities and Environmental Health Support, line 2401 -2405, are recomputed annually with program formula - Table 4F.

BASE BUDGET (BB) COLUMN: Stable funding level over a multi-year period to operate IHS PFSA's under Title V Compact.

IHS Lead Negotiator:

SUPPORT PACKAGE SELECTION
Identifies Total DIR Shares Available for selected Tribe

Tribal Lead Negotiator:

Name/Site:

TITLE V

(DIR worksheet # 3)

Keweenaw Bay

	NATIONAL DATABASE SERVICES	TELECOMM. MANAGEMENT SERVICES	SOFTWARE DEVELOPMENT & MAINTENANCE SERVICES	SYSTEM SUPPORT & TRAINING SERVICES	DIR/ITSC RETAINED SHARES
<u>SUPPORT PACKAGE # 1</u>	PREMIER	PREMIER	PREMIER	PREMIER	
Tribal Shares Available	\$0 0%	\$0 0%	\$0 0%	\$0 0%	
RE-ENTER Select Share(s)	\$0	\$0	\$0	\$0	\$0
<u>SUPPORT PACKAGE # 2</u>	REGULAR	REGULAR	REGULAR	REGULAR	
Tribal Shares Available	\$62,062 100%	\$0 0.0%	\$0 0.0%	\$0 0.0%	
RE-ENTER Select Share(s)	\$8,574	\$0	\$0	\$0	\$8,574
<u>SUPPORT PACKAGE # 3</u>	ECONOMY	ECONOMY	ECONOMY		
Tribal Shares Available	\$0 0.0%	\$0 0.0%	\$0 0.0%		
RE-ENTER Select Share(s)			\$0		\$0
14% —> TOTAL RETAINED					\$8,574
TOTAL AVAILABLE					\$62,062

OVERVIEW OF SERVICE LEVELS

Based on the above package selection, the Indian Health Service and Tribe have both acknowledged and accept the terms and responsibilities required for effective and efficient service delivery. Should there be a need to modify the level of support, this will be done by designated individuals/teams of each party.

Note: The above support packages are based on aggregate available FY2016 DIR Tribal Shares. It will be left to the discretion of the Lead Negotiator or Area Office Representative to break down the dollar amounts to more detail if required by customer.

Keweenaw Bay											
Title V											
		Area				Headquarters					
		FY-2015	FY-2016	FY-2016		FY-2015	FY-2016	FY-2016	FY-2016		
Activity Description		Actual	Available	Negotiated	Base Thru	Share Factor	Actual	Av 105a	Calcul	Negot	Base Thru
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
	1 Routine M&I IHS owned Facility										
	2 Routine M&I Tribally owned Facility										
	3 Project M&I IHS owned Facility										
	4 Project M&I Tribally owned Facility	103,285	136,515	136,515							
	a Subtotal Non-base (26)	103,285	136,515	136,515							
	b Subtotal base (26)										
2100	Total M&I (26)	103,285	136,515	136,515							
	5 M&I Environmental Remediation Projects										
2200	Sanitation Facilities (P.L. 86-121 Projs) (00)	Available through amendment process									
2300	10 Health Care Facilities (NEW) (00)										
	Facilities and Environ Health Support (2400)										
	Environ Health Support Account (EHSA)										
	11 San Fac Constr (SFC) Support - Proj Related	0	80,905	0							
	12 AO SFC Program Mgmt - Proj Related										
	13 SFC Support - Non-project Related	0	9,388	0							
	14 AO SFC Program Management-Non-project Related										
	15 Other:										
	a Subtotal Non-Base (27)	0	90,293	0							
	b Subtotal Base (27)										
	c Subtotal HQ-OEHE Support -SFC Non-Base (29)					0.0535	0	4830.676		0	
	d Subtotal HQ-OEHE Support -SFC Base (29)						0	0		0	
2401	Total HQ-OEHE Support - SFC Related (29)						0	4830.676		0	
	16 Environ Health Services - Basic Program	0	47,966	0							
	17 Environ Health Services - Institutional Hlth										
	18 Environ Health Services - Injury Prevention										
	19 AO Environmental Health Services Support										
	20 Other: Recurring Base	1,000	1,000	1,000							
	a Subtotal Non-Base (27)	1,000	48,966	1,000							
	b Subtotal Base (27)										
	c Subtotal HQ-OEHE Support EHS Non-Base (29)					0.0535	0	2,620		54	
	d Subtotal HQ-OEHE Support EHS Base (29)						0	0		0	
2402	Total HQ-OEHE Support - EHS Related (29)						0	2,620		54	
	Facilities Support Account (FSA)										
	31 Service Unit Operations										
	32 Biomedical										
	33 AO FSA Support	0	7,780	0							
	34 AO Real Property Support										
	35 AO Biomedical Program										
	36 M&I Engineering Support	0	4,878	0							
	37 Other:										
	Total FSA (28)	0	12,658	0							
2403	HQ Facilities and Real Property Support										
	a Total HQ - OEHE Support - FSA Related (29)					0.0165	0	209		0	
	b Property (based on net # of bldgs transferred to tribe) (28)					214.38	0	0	0	0	
2404	Facilities Planning and Construction Support										
	Engineering Services Support										
	a M&I Contracting Services (29)					0.0085	0	1,155		1,155	
	b New Health Care Facilities (29)										
	TOTAL Facilities and Environ Support (29)	1,000	151,917	1,000			0	8,605		1,208	
	Equipment Replacement (01)	18,927	20,515	20,515							
	SubTotal (Non-Base)	123,213	308,947	158,030			0	8,814		1,208	
	SubTotal (Base Budget Pilot)	0	0	0			0	0		0	
	GRAND TOTAL	123,213	308,947	158,030			0	8,814		1,208	

SELF-GOVERNANCE FA TABLE

Tribe: Keweenaw Bay

FY: 2016

Compact # 62GO20074

Date:

5/27/2015

SUB-SUB ACTIVITY	PROGRAM			AREA			HEADQUARTERS			TOTALS					
	FA	WITHHELD	Pgm Total	FA	Retained	Area Total	FA	Retained	HQ Total	FA	Retained	FA Total			
	Amount	for Services	Amount to Be Rec'd	Amount	Services	Amount to Be Rec'd	Amount	Services	Amount to Be Rec'd	Amount	Services	Amount to Be Rec'd			
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)			
(1) Hospitals & Clinics	1,104,535	1	16,068	1,088,467	44,576	2	8,297	36,279	68,511	4	41,458	27,053	1,217,622	65,823	1,151,799
(2) Dental	49,976	0	49,976	0	0	0	1,614	0	1,614	0	51,590	0	51,590	0	51,590
(3) Mental Health	66,651	0	66,651	0	0	0	2,806	0	2,806	0	69,457	0	69,457	0	69,457
(4) Alcohol & Subst Abuse	223,097	0	223,097	358,906	3	1,636	357,270	5,947	0	5,947	587,950	1,636	586,314	0	586,314
(5) Reimbursements	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(6) Public Health Nursing	22,945	0	22,945	0	0	0	1,126	0	1,126	0	24,071	0	24,071	0	24,071
(7) Health Education	2,225	0	2,225	0	0	0	1,415	0	1,415	0	3,640	0	3,640	0	3,640
(8) Community Health Reps.	100,929	0	100,929	0	0	0	2,924	0	2,924	0	103,853	0	103,853	0	103,853
(9) Immunization AK	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(10) Direct Operations	0	0	0	0	0	0	20,604	3,379	17,225	0	20,604	3,379	17,225	0	17,225
(11) Contr Supp Costs-Direct	757,963	0	757,963	0	0	0	0	0	0	0	757,963	0	757,963	0	757,963
(12) Contr Supp Costs-Indirect	389,154	0	389,154	0	0	0	0	0	0	0	389,154	0	389,154	0	389,154
(13) Self-Governance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(14) Other, Services (Annual)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(15) Total, Services	2,717,475	16,068	2,701,407	403,482	9,933	393,549	104,947	44,837	60,110	3,225,904	70,838	3,155,066			
(16) Purchased/Referred Care	1,311,805	0	1,311,805	0	0	0	3,874	0	3,874	1,315,679	0	1,315,679			
(17) Environ Hlth Support	1,000	0	1,000	138,259	138,259	0	0	0	0	139,259	138,259	1,000			
(18) Facilities Support	0	0	0	12,658	12,658	0	0	0	0	12,658	12,658	0			
(19) OEHHS Support	0	0	0	0	0	0	6,786	6,786	0	6,786	6,786	0			
(20) Maint & Improvement	0	0	0	136,515	0	136,515	0	0	0	136,515	0	136,515			
(21) Sanit Facilities - Housing	0	0	0	0	0	0	0	0	0	0	0	0			
(22) Sanit Facilities - Regular	0	0	0	0	0	0	0	0	0	0	0	0			
(23) Equipment	0	0	0	20,515	0	20,515	0	0	0	20,515	0	20,515			
(24) Total, Indian Hlth Facil	1,000	0	1,000	307,947	150,917	157,030	6,786	6,786	0	315,733	157,703	158,030			
(25) Catastrophic	0	0	0	0	0	0	0	0	0	0	0	0			
(26) Medicare	0	0	0	0	0	0	0	0	0	0	0	0			
(27) Medicaid	0	0	0	0	0	0	0	0	0	0	0	0			
(28) Other	0	0	0	0	0	0	0	0	0	0	0	0			
(29) Total, No-year IHS	0	0	0	0	0	0	0	0	0	0	0	0			
(30) Quarters	0	0	0	0	0	0	0	0	0	0	0	0			
(31) Contract Hlth Svs (pr yr)	0	0	0	0	0	0	0	0	0	0	0	0			
(32) Indian Hlth Facil (pr yr)	0	0	0	0	0	0	0	0	0	0	0	0			
(33) Other 1/	0	0	0	0	0	0	0	0	0	0	0	0			
(34) Total, Other	0	0	0	0	0	0	0	0	0	0	0	0			
(35) GRAND TOTAL AFA	4,030,280	16,068	4,014,212	711,429	160,850	550,579	115,607	51,623	63,984	4,857,316	228,541	4,628,775			

Remarks:

- 1/ BUYBACK SERVICES: Biomed, CAC, BOC, HIM, MU
 2/ PRCO, MIS
 3/ BH
 4/ Lines 126, 137

Certification:

Jeff Bingham, Financial Management Officer, BAO

Column B		Column C	ACC Template (Annual CSC Calculation)	
Tribe: Keweenaw Bay		2016	Data Comment (optional)	Remarks to Estimates
3	R3 Program (Recurring) excl. Tribal Shares	\$2,870,792		Program Recurring amount, less retained
4	R4 Total Area Tribal Shares	\$393,549		Less Retained amounts
5	R5 Total HQ Tribal Shares	\$63,984		Less Retained amounts
6	R6 Total Program (Non-Recurring)	\$115,828		Non-recurring paid amounts, like M&IE or any other amounts
7	R7 Less 20% Tribal Shares (or negotiated amount)	\$91,507		Based on the 80/20 split per CSC Policy, if applicable
8	R8 2015 DCSC Negotiated Need	\$757,963		Per DCSC Negotiation or last reported need
9	R9 Inflation Factor	0.3%		Last known (projected) non-medical inflation Rate
10	R10 2016 DCSC Negotiated Estimated Need			renegotiated, above inflation factors are not applied and newly negotiated amount is manually inserted here. Paragraph 1 estimate in Post-Rainfall Language
11	R11 DCSC Funding Paid	\$757,963		Projected funding to be paid in CY 2016, should equal 100% of identified need. Or if during the year after initial payment, only enter current amount paid to Tribe.
12	R12 DCSC Deficiency	\$2,274		Estimated deficiency, based on funding and estimated DCSC need
13	R13 Program Base	\$4,112,883		Program Recurring amount + Area Shares + HQ Shares + Non-Recurring - 20% of Tribal Shares + DCSC Estimated Need = Program Base
14	R14 Less Other Exclusions and Pass-Thru	1,603,563		Exclusions consistent with rate agreement and rate proposal information, reasonable Tribal documentation, or lastly the default list determined and agreed upon by the CSC workgroup
15	R15 Direct Cost Base	\$2,509,320		Program base less all exclusions and pass-thru
16	R16 Most current IDC rate	29.32%		Current IDC Rate, as noted in box to the right
17	R17 Estimated IDC Need (Non-Recurring) Based on IDC Rate	\$735,733		Direct Cost Base x IDC Rate
18	R18 Indirect CSC Type Costs Negotiated (Non-Recurring)	0		N/A if an applicable IDC Rate is available. Enter current amount negotiated with Tribe (negotiated amount is only good for 4 years)
19	R19 Total 20% Tribal Shares or Neg Amt	\$91,507		Already available for indirect costs
20	R20 Estimated Indirect CSC Need			Estimated total IDC need less all duplicative costs, Paragraph 1 estimate
21	R21 Indirect CSC Funding Paid	\$389,154		Projected funding to be paid in CY 2015, should equal 100% of identified need. Or if during the year, only enter the current amount paid to Tribe.
22	R22 Indirect CSC Deficiency	\$255,072		Estimated deficiency, based on funding and estimated ICSC need
23	R23 Total Estimated CSC Need	1,404,463		Total estimated need for DCSC and ICSC
24	R24 Total CSC Funding Available for CSC Need	\$1,147,117		Projected funding to be paid when used during negotiations/amount already paid when used throughout the year, should equal 100% of identified need.
25	R25 TOTAL ESTIMATED CSC DEFICIENCY	\$257,346		Total estimated CSC deficiency based on estimated CSC need and projected funding to be paid, should be \$0. If positive number then the Tribe is owed more, if negative number is shown there will be an overpayment.

Indirect Cost Rate Info	
FY/CY/SY IDC Rate	FY 2016
Type of Base	Salaries Only
Rate	29.32%

COMPACT OF SELF-GOVERNANCE
BETWEEN
KEWEENAW BAY INDIAN COMMUNITY
AND
THE UNITED STATES OF AMERICA
FOR INDIAN HEALTH SERVICE PROGRAMS

Article I – Authority and Purpose

Section 1 – Authority

This compact of Self-Governance (hereinafter referred to as the “Compact”) is entered into by the Secretary of the Department of Health and Human Services of the United States of America (hereinafter referred to as the “Secretary”), represented by the Director of the Indian Health Service (hereinafter referred to as the “Director”), pursuant to the authority of Title V of the Indian Self-Determination and Education Assistance Act (hereinafter referred to as the “Act”), as amended, 25 U.S.C. §450f *et seq.*, PL106-260, and by the Tribal Chairman, Keweenaw Bay Indian Community (hereinafter referred to as the “Tribe”) by the authority of the Constitution and By-laws of the Keweenaw Bay Indian Community and Resolution No. KB-1007-2001 of the Board of Directors of the Tribe. The Director of the IHS, by signing this Compact, commits the Secretary to the extent and within the scope of the Secretary’s delegation of authority to enter into Compacts and Funding Agreements pursuant to Title V of the Act, or as otherwise authorized.

Section 2 - Purpose

This Compact shall be liberally constructed to achieve the purposes of tribal self-governance as set forth below:

- (a) The compact is to carry out unprecedented tribal self-governance in the areas of health planning, funding, and program operations within the government-to-government relationship between the Tribe and the United States. Self-Governance encourages innovation in order to improve the government-to-government relationship and promote the autonomy of the Tribe as a government and health care provider.
- (b) This compact is to enable the Tribe to plan, conduct, consolidate, redesign and administer programs, functions, services and activities (PFSA) of the Indian Health Service under the terms set forth in the Compact; to reallocate funds for such PFSA according to the priorities of the Tribe; to provide such reallocated funds for such PFSA as determined by tribal priorities; to enhance the effectiveness and long-term financial stability of the Tribe; and to streamline or reduce the Federal Indian Health Service bureaucracy.

- (c) This compact is to enable the United States to maintain and improve its unique and continuing relationship with and responsibility to the Tribe through the establishment of tribal self-governance and permit an orderly transition away from federal domination of programs and services. This Compact and the associated Funding Agreement(s) shall transfer to the Tribe the responsibility for the PFSA of the Indian Health Service included in the Funding Agreement to meet the health care needs of its members. In fulfilling its responsibilities under the Compact and consistent with the April 29, 1994, Memorandum from the President of the United States of America for the Heads of Executive Departments and Agencies, the Secretary will conduct all relations with the Tribe on a government-to-government basis.

Section 3 – Tribal Law and Forums

The duly enacted laws of the Tribe shall be applied in the performance of the Compact and the associated Funding Agreement and the powers and decisions of the Tribal forums shall be respected, to the extent that federal law, construed in accordance with the applicable canons of construction and Title V of the Act, is not inconsistent. This shall not be construed as a waiver of federal sovereign immunity, but shall govern disputes between tribal members, or other persons, and the Tribe regarding services delivery, personnel management or compliance with applicable tribal and Federal rules regarding compact operations. All tort claims against the Tribe or any tribal employee or agent performing under this Compact and the associated Funding Agreement shall be handled pursuant to Article V, Section 3, of this Compact.

Article II – Terms, Provisions and Conditions

Section 1 – Term

The term of the Compact begins on October 1, 2001, and shall extend thereafter throughout the period authorized by Title V of the Act, and any subsequent amendments thereto, provided the Tribe has a Funding Agreement in effect, and shall be subject to renewal as may be provided by law.

Section 2 – Funding Amount

The Tribe shall receive its fair portion of the Bemidji Area Office of the IHS recurring base amount by sub-sub activity. This fair portion will be based upon the Headquarters Active User Population Count for all HQ Tribal Size Adjustment (TSA) shares and distribution to the Areas and will use the Bemidji Area Patient Count for the distribution of Area TSA shares. Administrative shares shall also be distributed to the Tribe in like manner. Nothing in this Compact shall impair the Tribe's eligibility for new programs or dollars on the same basis as other tribes.

Section 3 – Payment

- (a) Payment Schedule. Payments shall be made as expeditiously as possible, in compliance with applicable law and regulations, and shall include financial arrangements to cover funding during periods under continuing resolutions to the extent permitted by such resolutions. For each year covered by the Compact, the Secretary shall make available the funds by paying the total amount specified in the Funding Agreement in advance, as permitted by law, or such other payments as

are provided in the schedule set forth in the Funding Agreement. The first payment shall be made on or before thirty calendar days after the date on which the Office of Management and Budget apportions the appropriations for that fiscal year for the PFSA transferred to the Tribe under the Funding Agreement.

- (b) Interest. The Tribe shall be allowed to retain interest earned on funds advanced pending disbursement as permitted by law. Interest earned shall not diminish the amounts of funds the Tribe is authorized to receive under its Funding Agreement in the year earned or in any subsequent year.

Section 4 – Reports to Congress

The Secretary shall submit to the Congress a written report on January 1 of each year on the relative costs and benefits of Tribal Self-Governance. Such report shall be based on mutually determined baseline measurements jointly developed by the Secretary and participating Tribes, and shall separately include the views of the Tribes. The Tribe is required to report on the health status and service delivery as per Section 507 (a)(1) of the Act.

Section 5 – Audits

- (a) The Tribe shall provide to the Designated Official of the Secretary (as defined in Article V, Section 1 of the Act), an annual single organization-wide audit as prescribed by the Single Audit Act of 1984, 31 U.S.C. §7501 *et seq.*, and shall adhere to generally accepted accounting principles and the applicable Circulars of the Office of Management and Budget (hereinafter “OMB”). A copy of the audit will be sent simultaneously to the IHS Resolution Branch, National External Audit Review Center, Kansas City, Missouri, and the cognizant agency.
- (b) The Tribe shall apply cost principles under the applicable OMB Circular, as modified by letter or any additional exemptions subsequently granted by OMB. The IHS will assist the Tribe in obtaining such additional exemptions from OMB as are requested by the Tribe.
- (c) No other audit or accounting standards shall be required by the Secretary.
- (d) Any claim by the Federal Government against the Tribe for funds received under a Funding Agreement based on an audit under this section shall be subject to the provisions of Section 106 (f) of Title I of the Act.

Section 6 – Records

The following provisions supplement tribal law on document disclosure and govern record keeping associated with the Compact.

- (a) The Tribe shall maintain a record-keeping system and provide the IHS reasonable access to records, which permits the IHS to meet its minimal record-keeping requirements under the Federal Records Act, 44 U.S.C. §3101 *et seq.*, or which are needed in the event of a retrocession under this Compact or any associated Funding Agreement.

- (b) Tribal records may be deemed Federal records but shall not be subject to the Privacy Act, 5 U.S.C. §552a et seq., and the Freedom of Information Act, 5 U.S.C. §552, as applicable.
- (c) The Tribe shall maintain in its record-keeping system all documents necessary for the annual audit requirements in Section 5 of Article II, and shall provide reasonable access to such records to the IHS for such purposes.

Section 7 – Property

- (a) At the request of a Tribe, the Secretary or an authorized representative shall, to the extent permissible by federal law and regulation, and utilizing the process under Section 512 (c) of the Act, make available and/or transfer title to reasonably divisible real or personal property that the Department has previously utilized to provide the PFSA consolidated by the Tribe in accordance with the provisions of the Compact and associated Funding Agreement. A list agreed upon by the Secretary and Tribe specifying the property made available to the Tribe shall be prepared and revised as necessary.
- (b) Subject to the agreement of the General Services Administration (GSA) and at the Tribe's request, the Secretary shall make best efforts to acquire such "excess" and "surplus" property as may be appropriate to support the PFSA designated in the Funding Agreement. Subject to the agreement of GSA, a Screen Identification Card (GSA Form 2946), or other necessary identification, shall be issued to the Tribe. Upon request, the Designated Official shall assist the Tribe in obtaining and using this card.
- (c) The Tribe shall determine what capital equipment, leases, rentals, property and services the Tribe will need to perform its obligations under this Compact and the associated Funding Agreement. The Tribe shall maintain records of such capital equipment, property rentals, leases, property or services according to tribal property management procedures.

Section 8 – Use of GSA Motor Vehicles and Travel/Lodging Agreements

- (a) Subject to the agreement of GSA and at the Tribe's request, the Secretary shall make best efforts to acquire Interagency Motor Pool vehicles and related services for performance of the activities under this Compact and the associated Funding Agreement in accordance with GSA regulations.
- (b) Other Transportation Services. Subject to the agreement of GSA, the Tribe and its employees, operating under this Compact and the associated Funding Agreement, shall be able to use discounts and special fares negotiated by the Federal government with private entities, including airlines and other common carriers, to the same extent those discounts and special fares are available to the Federal Government. The Secretary shall exercise good faith and due diligence in obtaining such agreement and shall report in writing to the Tribe on the status within thirty days of the effective date of the Compact and periodically thereafter at thirty-day intervals until the agreement is obtained or denied.

Section 9 – Regulatory Authority

The IHS and the Tribe agree to utilize the following procedures governing the establishment and application of rules and regulations under this Compact.

(a) Federal Regulations and Program Guidelines.

The Tribe agrees to comply with all applicable Federal Regulations, which have been published in the Federal Register, in carrying out the PFSA under the Funding Agreement. The Tribe is not required to comply with Federal program guidelines, manuals, or policy directives other than those identified in the Compact or Funding Agreement in carrying out the PFSA under the Funding Agreement.

(b) Waiver of Federal Regulations.

(1) The Tribe may submit a written request to the Secretary seeking to waive application of a regulation promulgated under Section 517 of the Act or the authorities specified in section 505 (b) of the Act for this Compact or the Funding Agreement. The Tribe's request should identify the applicable regulation sought to be waived and the basis for the request.

(2) Not later than 90 days after receipt by the Secretary of a written request by the Tribe to waive application of a regulation to this Compact or the Funding Agreement, the Secretary shall either approve or deny the requested waiver in writing. A denial may be made only upon a specific finding by the Secretary that the identified language in the regulation may not be waived because such waiver is prohibited by Federal law. A failure to approve or deny a waiver request no later than 90 days after receipt shall be deemed an approval of such request. The Secretary's decision shall be final.

Section 10 – Disputes

(a) All disputes between the IHS and the Tribe under this Compact or the associated Funding Agreement shall be subject to the provisions of Section 110 of the Act, and all remedies provided for therein shall be available to the Tribe. Actions and proceedings to enforce the Tribe's rights and the Secretary's obligations under this Compact and the associated Funding Agreement shall be subject to the Equal Access to Justice Act, Public Law 96-481, as amended, to the same extent as are actions and proceedings involving contracts or grants under the Act.

(b) In the alternative, or in addition to the remedies and procedures in Section 110, the parties may use the processes authorized and encouraged in the Administrative Dispute Resolution Act, 5 U.S.C. §571 *et seq.*, for formal resolution of disputes arising under this Compact and the associated Funding Agreement.

(c) In the event the Secretary and the Tribe are unable to agree, in whole or in part, on the terms of the compact or funding agreement (including funding levels), the Tribe may submit a final offer to the Secretary as per Section 507 (b) and (c).

Section 11 – Retrocession

(a) The retrocession provisions of Section 506 (f) of the Act are herein adopted. Such retrocession shall become effective one year from the date of the request by the tribe or at such date as may be mutually agreed by the parties.

- (b) The Parties agree that the funds which the tribe has remaining unexpended at the time of a retrocession shall be made available to the Secretary to provide services for those programs retroceded to the IHS pursuant to this clause.
- (c) In the event of a retrocession, nothing in this Compact shall be construed as preventing the Tribe from submitting a proposal for a grant or contract under Title I of the Act to operate any of the PFSA governed by this Compact and Funding Agreement. In such event, the Tribe shall maintain its mature contractor status.
- (d) At the Tribe's option, it may elect to retrocede only a portion of the PFSA undertaken under this Compact and the associated Funding Agreement. In that instance, the amount of funds and the property remaining in the Tribe's possession for purposes of carrying out the PFSA retroceded shall be returned to the Secretary under this retrocession procedure.

Section 12 – Tribal Administrative Procedures; Due Process of Law

The Tribe shall provide administrative and judicial due process rights according to tribal law and in tribal forums as is required by the Indian Civil Rights Act, 25, U.S.C. §1301 *et seq.*, to persons affected by PFSA operated pursuant to the Compact and the associated Funding Agreement.

Section 13 – Successor Funding Agreement

- (a) Negotiations for a successor Funding Agreement(s) shall begin no later than 120 days in advance of the conclusion of the preceding Funding Agreement.
- (b) The Secretary or an authorized representative agree to prepare and promptly supply relevant information and to comply with the Tribe's request for information necessary to determine the PFSA and associated funding that may be available for a successor Funding Agreement. Such written information shall be provided to the Tribe within 30 days of its request.
- (c) If the IHS and the Tribe have no changes to make or have not been able to conclude negotiations on a successor Funding Agreement, the Compact and most recent Funding Agreement shall remain in full force and effect until a subsequent agreement is executed and the terms of the subsequent agreement shall be retro active to the end of the previous agreement.

Section 14 – Health Status Reporting

Baseline measures shall be established and used for the PFSA that the Tribe shall operate under this Compact and the associated Funding Agreement and for those that the Indian Health Service retains.

The IHS shall establish baseline measures for assessing restructuring and programmatic and administrative performance in consultation with the Tribe. The IHS and the Tribe shall exchange their baseline measures and shall work together to refine or revise such baseline measures as necessary.

Article III – Obligations of the Tribe

Section 1 – Consolidation

With the exception of the specific responsibilities of the Secretary identified and retained in Article IV, Section 2, and the Funding Agreement, the Tribe will perform and otherwise be responsible for the PFSA identified in the Funding Agreement. To the extent a PFSA transferred to the Tribe in the Funding Agreement is included within a contract or grant entered into pursuant to Title I of the Act, or is subject to any obligation arising from such contract or grant, that contract or grant shall be terminated by execution of the appropriate document(s) and the parties' obligations shall be governed by this Compact and the associated Funding Agreement. All funds remaining in such contracts or grants shall be deobligated and reobligated to the Funding Agreement, as necessary to maintain carryover or other funds.

Section 2 – Amount of Funds

The total amount of funds shall be set forth in the Funding Agreement between the Secretary and the Tribe base upon Article II Section II.

Section 3 – Tribal Programs

The Tribe shall be responsible for the administration of PFSA included in the Funding Agreement to the extent funding is provided.

Section 4 – Merging With Other Programs

The Tribe may merge PFSA provided under its Funding Agreement with other health PFSA provided with its own funds or funds from other sources. In such cases, the Tribe shall not be required to separate funds or PFSA so long as the Tribe can provide sufficient data to permit an acceptable program and financial audit to be conducted. Such merger may include merger with other tribally operated programs, may provide health services to non-IHS beneficiaries.

Section 5 – Reallocation

Reallocation of funds among health PFSA shall not require Secretarial consent, except that the use of funds pursuant to this Compact and associated Funding Agreement shall be subject to specific directives or limitations as may be included in applicable appropriations Acts. In addition, funds may not be transferred from one Indian Health Service appropriations account to another. Specifically, funds from the Indian Health Services accounts may not be used for purposes for which funds in the Indian Health Facilities accounts are appropriated, and vice versa, except as permitted by law.

Section 6 – Medicare, Medicaid, and Other Program Income

All Medicare, Medicaid and other program income received by the Tribe shall be treated as additional supplemental funding to that negotiated in the Funding Agreement and may be retained by the Tribe to be expended in the current or future fiscal years except to the effect that the Indian Health Care Improvement Act provides otherwise. Such funds shall not offset or reduce the amount of funds negotiated to be provided under the Funding Agreement. Medicare or Medicaid reimbursements collected under Title IV of Pub. L. 94-437, as amended, shall be used by the Tribe in accordance with applicable statutory restrictions on the use of such funds.

Section 7 – Eligibility

In determining eligibility for services, the Tribe shall comply with applicable eligibility provisions in the Indian Health Care Improvement Act, applicable regulations and other law, including the provisions concerning services to nonbeneficiaries under §813 (b) (1) (B) of the Indian Health Care Improvement Act. Fees collected by the Tribe for services provided pursuant to §813 shall be treated as additional supplemental funding to that negotiated in the Funding Agreement. Such funds shall not offset or reduce the amount of funds negotiated in the Funding Agreement.

Article IV – Obligations of the United States

Section 1 – Trust Relationship

Nothing in this Compact or the associated Funding Agreement waives, modifies, or diminishes in any way the trust responsibility of the United States with respect to the Tribe or its members, which exists under treaties, Executive Orders, Acts of Congress, or otherwise.

Section 2 – Retained Programs, Functions, and Services

- (a) The Secretary retains responsibility for the PFSA that are not specifically assumed by the Tribe in the Funding Agreement. The Tribe shall continue to be entitled to benefit from all such retained PFSA on the same basis as other tribes. The IHS, in consultation with representatives of all tribes, may reorganize to sustain its ability to provide, in the most effective and efficient manner, the PFSA that have not been included in the Funding Agreement.
- (b) No later than 120 days prior to the end of the period covered by the Funding Agreement, at the Tribe's request, the IHS shall provide a list of the retained PFSA that benefit the Tribe. The IHS shall provide the Tribe access to, and copies of, all documents and other information relevant to retained PFSA and shall facilitate the inclusion of such PFSA in future Funding Agreements if it is the Tribe's desire to do so.

Section 3 – Financial Information

- (a) At the Tribe's request, the Secretary shall provide the following financial and other information:
 - (1) report annually on obligations and allowances, including all reports from Headquarters, the Office of Tribal Self-Governance, and the Bemidji Area Office, concerning funds provided to support PFSA provided by Tribes or tribal organizations under this compact and funds retained by the IHS to support PFSA retained by the IHS;
 - (2) revisions in such program plans, guidelines, or budgets as they are made;
 - (3) prompt notice of any new PFSA for which the Tribe is eligible.
- (b) At the Tribe's request, the Secretary shall prepare and supply relevant financial and other information necessary to determine functions and associated resources that are available for successor Funding Agreements. Such information shall be provided within 30 days of the request.

Article V – Other Provisions

Section 1 – Designated Officials

On or before the effective date of this Compact, both the Secretary and the Tribe shall provide a written designation of an individual as their representative/liaison.

Section 2 – Indian Preference in Employment, Contracting, and Subcontracting

42 C.F.R. §§36.220 and 36.221, relating to the use of Indian business concerns and Indian preference in training and employment shall apply to performance of PFSA under this Compact and any associated Funding Agreement. The parties agree that preferences based on tribal affiliation are permissible under this section.

Section 3 – Federal Tort Claims Act Coverage; Insurance

- (a) The Tribe and its employees performing PFSA under this Compact and the associated Funding Agreements, are by statute deemed part of or employed by the United States Public Health Service for purposes of coverage under the Federal Tort Claims Act while performing duties in accordance with the provisions of this Compact and associated Funding Agreement, including coverage for claims of medical malpractice, as more fully described in the Internal Agency Procedures Handbook 7/28/99.
- (b) Subject to the foregoing, an employee's status as an employee of the Tribe performing PFSA under this Compact and the Funding Agreement is not changed by the source of the funds used to pay the employee's salary and benefits as long as the employee does not receive any additional compensation for the performance of covered services from anyone other than the employer.
- (c) The Tribe's employee may, while performing under this Compact and any associated Funding Agreement and as a condition of employment, be required by the Tribe to provide services to non-Indian Health Service beneficiaries in order to meet the obligations under this Compact either in facilities of the Tribe or in facilities other than those of the Tribe.
- (d) Funds provided under a Funding Agreement may be used to purchase such additional liability and other insurance as is prudent in the judgment of a Tribe performing under this Compact and Funding Agreement for its protection and the protection of its employees.

Section 4 – Compact Modifications or Amendments

Any requests for a modification of this Compact shall be in the form of a written amendment to the Compact and shall require the written consent of the Tribe and the Secretary. Upon request in writing to the other party's Designated Official, the other party shall respond to the request for modification within 60 days of the date of the request. If not approved within that 60 days, the parties agree to negotiate the proposed modification upon reconvening negotiations.

Section 5 – Interpretation of Laws and Regulations

To the extent feasible, the Secretary shall interpret Federal laws and regulations in a manner that will facilitate this Compact and any associated Funding Agreement.

Section 6 – Officials Not to Benefit

No member of or delegate to Congress shall be admitted to any share or part of any contract executed pursuant to this Compact, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to any contract under this Compact if made with a corporation for its general benefit.

Section 7 – Covenant Against Contingent Fees

The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Compact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

Section 8 – Penalties

The parties agree that the criminal penalties set forth in 25 U.S.C. §450 (d) apply to all activities conducted pursuant to this Compact and associated Funding Agreement.

Section 9 – Use of Federal Employees

Section 104 of Title I of the Act shall apply to this Compact and to any individuals assigned or detailed to the Tribe performing functions under this Compact or leaving Federal employment to perform services under this Compact and associated Funding Agreement.

Section 10 – Extraordinary or Unforeseen Events

This compact and any associated Funding Agreement is intended to obligate the Tribe to carry out all usual and ordinary functions respecting the PFSA that it is undertaking to assume responsibility for pursuant to the successive Funding Agreements. In the event major unforeseen or extraordinary events occur, as jointly identified by the Tribe and the Secretary, with consequences beyond the control of the Tribe, the Tribe shall have access to additional services and resources to the same extent as such services and resources are available to non-compacting tribes in similar circumstances.

Section 11 – Mature Contractor Status Upon Compact Termination

If the Tribe elects to convert all or some of the programs operated under the Compact and associated Funding Agreement(s) to contract(s) under Title I of the Act, such conversion shall not affect the Tribe's status as a mature contractor. Such conversion shall occur only at the end of the term of the Funding Agreement in effect at the time, or on another date mutually acceptable to the Tribe and the Secretary, and will be implemented in a manner that avoids any interruption of services to individual tribal members. If the Compact or any associated Funding Agreement is terminated or the Tribe decides to retrocede the Compact, the Tribe shall not lose its Mature Contractor status.

Section 12 – Sovereign Immunity

Nothing in this Compact or the Funding Agreement shall be construed as a waiver by the Tribe of its sovereign immunity.

Section 13 – Contracting Rights

Nothing in this Compact or any associated Funding Agreement shall be construed to preclude the Tribe from contracting with the Secretary to perform a program, activity, function or service.

Section 14 – Severability

- (a) Except as provided in this section, this Compact shall not be considered invalid, void, or voidable if any section or provision of this Compact is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction.
- (b) If any section or provision of this Compact is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, either party may, at its option, treat this Compact as invalid, void, or voidable in accordance with the provisions of this Compact.
- (c) In the event the parties decide not to treat the Compact as invalid, void, or voidable under subsection (b) of this section, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful, or unenforceable section or provision, in accordance with the provisions of this Compact.

Article VI - Attachments

Section 1 – Approval of the Compact

The resolution of the Tribal Council approving this Compact is attached.

Section 2 – Funding Agreement(s)

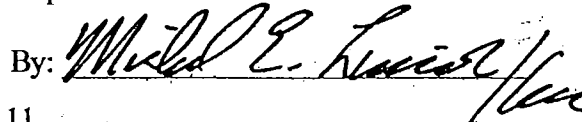
- (a) The resolution of the Tribal Council approving the Funding Agreement will be attached to the Funding Agreement.
- (b) The negotiated and duly approved Funding Agreement identifying the PFSA and associated resources transferred to Tribe is hereby incorporated in its entirety into this Compact.

Dated this 1st day of October, 2001.

Keweenaw Bay Indian Community

By: 

United States of America
Department of Health and Human Services

By: 

Leonard (Bill) Cardinal
Chairman

Michael H. Trujillo, MD
Director, Indian Health Service

KEWEENAW BAY INDIAN COMMUNITY

2001 TRIBAL COUNCIL

LEONARD "Bill" CARDINAL, Chairman
GARY LOONSFOT, Sr., Vice-Chairman
WILLIAM JONDREAU, Secretary
WARREN "Chris" SWARTZ, Jr., Asst. Sec.
WILLIAM CHOSA, Treasurer

Keweenaw Bay Tribal Center
107 Beartown Road
Baraga, Michigan 49908
Phone (906) 353-6623
Fax (906) 353-7540

RESOLUTION KB-1007-2001

WILLIAM E. EMERY
MICHAEL LAVERNIER
SUSAN LAVERNIER
JAMES A. LAPOINTE, CEO
BEVERLY LUSSIER
ANN MISEGAN
AMY ST. ARNOLD

WHEREAS: The Keweenaw Bay Indian Community is a duly recognized Tribe, organized under the Indian Reorganization Act of June 18, 1934, "48 Stat. 984" amended by the Act of June 15, 1935, "49 Stat. 378"; and

WHEREAS: The Keweenaw Bay Indian Community has a vital concern for the welfare of its Tribal membership and is authorized to act in all matters that concern the welfare of the Tribe; and

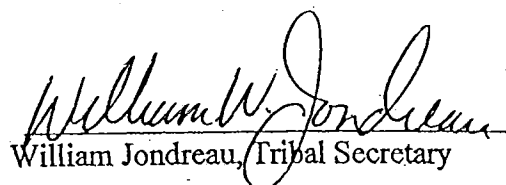
WHEREAS: The Keweenaw Bay Indian Community wishes to provide for a contractual environment in which the tribe will be the primary overseer of its health programming and an environment where the acquisition of health related resources will be maximized and believes that the establishment of a Self-Governance compact has merit and may lead to improved healthcare for its members; and

WHEREAS: The Keweenaw Bay Indian Community has determined that entering into a Self-Governance Compact and Funding agreement with the Department of Health And Human Services and Indian Health Service per P.L. 93-638 as amended, supports and enhances Keweenaw Bay Indian Community sovereignty.

NOW THEREFORE BE IT RESOLVED, the Tribal Council of the Keweenaw Bay Indian Community approves the Compact and Funding Agreement negotiated with the Department of Health and Human Services and Indian Health Service for the period October 1, 2001 to September 30, 2006 and also authorizes the Chairman to sign the Compact and Funding Agreement.

CERTIFICATION

The foregoing resolution was duly adopted by the Tribal Council of the Keweenaw Bay Indian Community, with a quorum present during its regular/special/executive session on this 5th day of SEPTEMBER, 2001, with 10 votes in support, 0 votes in opposition, 0 votes abstaining, and absentee.


William Jondreau, Tribal Secretary

**COMPACT
BETWEEN
THE LITTLE RIVER BAND OF OTTAWA INDIANS
AND THE
UNITED STATES OF AMERICA**

EFFECTIVE FEBRUARY 1, 2009

This Compact of Self-Governance is made and entered into by and between the Secretary of Health and Human Services of the United States of America ("Secretary"), represented by the Director of the Indian Health Service ("Director"), and the Little River Band of Ottawa Indians. This Compact is entered into under the Title V of the Indian Self-Determination and Education Assistance Act ("the Act"), as amended ("Title V"), which authorizes the Secretary to enter into compacts and funding agreements with Tribes. The Secretary has delegated the authority to enter into this Compact and Funding Agreement to the Director. This Compact reflects the tribal commitment to assure access to a comprehensive, integrated, and tribally-controlled health care delivery system.

RECITALS.

WHEREAS, the Little River Ottawa people have asserted sovereignty throughout history including in the treaty of Chicago [August 29, 1821; 7 Stat. 218], the Treaty of Washington [March 28, 1836; 7 Stat. 491], and the Treaty of Detroit [July 31, 1855; 11 Stat. 621];

WHEREAS, on September 21, 1994, Public Law 103-324 [108 Stat. 2156] was enacted, reaffirming Federal recognition of and confirming the sovereignty of the Grand River Bands comprising the Little River Band of Ottawa Indians ("Little River Band" or "Tribe");

WHEREAS, Federal health services to maintain and improve the health of the American Indians are consonant with and required by the Federal Government's historical and unique legal relationship with, and resulting responsibility to, the American Indian people, 25 U.S.C. § 1601(a);

WHEREAS, the Congress has declared that it is the policy of the United States, in fulfillment of its special responsibilities and legal obligations to the American Indian people, to assure the highest possible health status for Indians and to provide all resources necessary to effect that policy, 25 U.S.C. § 1602(a);

WHEREAS, the Little River Band, a federally recognized Indian tribe as defined in 25 U.S.C. § 450b(e), has established a Health Commission, a Health Department, and other tribal departments for the purpose of providing a comprehensive, integrated, and tribally-controlled health care delivery system;

WHEREAS, in the spirit and memory of all the Little River Band relations who walked before; the Little River Band health services are dedicated toward a healthy community; a community in which all of its members enjoy and benefit from the gifts of medicine provided by the creator;

WHEREAS, to help the Little River Band members be better human beings, MenoMushkeke "Good Medicine" incorporates the integration of Western Medicine with Traditional Ottawa Medicine;

WHEREAS, it is the mission of the Little River Band's health services to further advance the Little River Band's community to an improved quality of life, an improved health status, and increased life expectancy;

WHEREAS, Little River Band has provided health services for many years under self-determination contracts with the Indian Health Service and has been recognized by the Indian Health Service as a tribal operating unit;

WHEREAS, in furtherance of the federal policy of American Indian and Alaska Native tribal self-determination and self-governance, Congress has directed the Secretary of Health and Human Services (herein the "Secretary") to carry out the "Tribal Self-Governance Program" authorized by Title V of the Indian Self-Determination and Education Assistance Act;

WHEREAS, Congress, in Title V, has authorized the Secretary to negotiate and implement a Compact and Funding Agreements with Tribes that have satisfied the requirements set forth in 25 U.S.C. § 458aaa-2(c);

WHEREAS, Congress has directed that the Funding Agreement, which the Secretary negotiates with Little River Band, shall authorize Little River Band to plan, conduct, consolidate, administer, and receive full tribal shares of funding, for all programs, services, functions and activities (or portions thereof) that are carried out for the benefit of Indians because of their status of Indians without regard to the agency or office of the IHS within which the program, service, function, and activity (or portions thereof) is performed, 25 U.S.C. § 458aaa-4(b)(1);

WHEREAS, the Funding Agreement shall set forth terms that generally identify the programs, services, functions or activities (or portions thereof) to be performed or administered, and for such programs, services, functions or activities the general budget category assigned; the funds to be provided, including those funds to be provided on a recurring basis; the time and method of transfer of funds; the responsibilities of the Secretary; and any other provisions with respect to which Little River Band and the Secretary agree in accordance with 25 U.S.C. § 458aaa-4(d);

WHEREAS, the Little River Band may redesign or consolidate programs, services, functions and activities (or portions thereof) included in a Funding Agreement under 25 U.S.C. § 458aaa-4 and reallocate or redirect funds for such programs, services, functions, and activities (or portions thereof) in any manner which the Little River Band deems to be in the best interest of the health and welfare of the Indian Community being served, only if the redesign or consolidation does not have the effect of denying eligibility for services to populations groups otherwise eligible to be served under applicable Federal law pursuant to 25 U.S.C. § 458aaa-5(e);

WHEREAS, the Little River Band shall not be obligated to continue performance of programs, services, functions, or activities (or portions thereof) set forth in the Funding Agreement that require expenditure of funds in excess of the amount transferred under the Compact or Funding Agreement as provided in 25 U.S.C. § 458aaa-7(k);

WHEREAS, nothing in this Compact or associated Funding Agreement shall be construed to limit or reduce in any way the funding for any program, project or activity serving an Indian Tribe under Title V or any other applicable Federal law, 25 U.S.C. § 458aaa-14(a);

WHEREAS, in Title V, Congress has directed that the Funding Agreement that the Secretary negotiates with Little River Band shall contain certain provisions as specified in 25 U.S.C. § 458aaa-6(a);

WHEREAS, Congress has directed that each provision of the Act and this Compact and associated Funding Agreements shall be liberally construed for the benefit of Indian Tribes participating in self-governance and any ambiguity shall be resolved in favor the Tribes, 25 U.S.C. § 458aaa-11(f);

WHEREAS, except as otherwise provided by law the Secretary shall interpret all Federal laws, Executive orders, and regulations in a manner that will facilitate the inclusion of programs, services, functions, and activities (or portions thereof) and funds associated therewith into this Compact and associated Funding Agreements, the implementation of this Compact and associated Funding Agreements; and the achievement of the Little River Band's health goals and objectives, 25 U.S.C. § 458aaa-11(a);

WHEREAS, the Little River Band Tribal Council has authorized by resolution the Tribal Ogema to enter into this Compact and associated Funding Agreements with the Secretary on behalf of the Tribe;

NOW, THEREFORE, the Secretary and Little River Band do hereby agree to enter into, undertake, and be bound by this Compact as set forth in Title V of the Act.

ARTICLE 1 — AUTHORITY AND PURPOSE

Section 1.1 – Authority. This Compact of Self-Governance is authorized by Title V of the Act, as amended, 25 U.S.C. § 458aaa *et seq.*, and is hereby entered into by the Secretary, represented by the Director, and the Little River Band, represented by the Tribal Ogema. The Director of the Indian Health Service by signing this Compact commits the Secretary to the extent and within the scope of the Secretary's delegation of authority to enter into Compacts and Funding Agreements pursuant to Title V or as otherwise authorized.

Section 1.2 – Purpose. This Compact shall be liberally construed to achieve the purposes of the Tribal Self-Governance Program.

1.2.1 This Compact is authorized by Title V of the Indian Self-Determination and Education Assistance Act, and is intended to transfer the full control and funding to the Little

River Band over decision making for Federal programs, services, functions, and activities in order to implement the Federal policy of government-to-government relationships with Indian Tribes and strengthen the Federal policy of self-determination, and to uphold the United States trust responsibility for each Indian Tribe. This Compact promotes the autonomy of Little River Band in the field of health care.

1.2.2 This Compact enables the Little River Band to plan, conduct, consolidate, re-design and administer programs, services, functions, and activities of the Indian Health Service under the terms set forth in the Compact as provided in Title V of the Act; to reallocate funds for such programs, services, functions, and activities according to the priorities of Little River Band, to enhance the effectiveness and long-term financial stability of Little River Band; and to streamline the Federal IHS bureaucracy.

1.2.3 This Compact enables the United States to maintain and improve its unique and continuing relationship with and responsibility to Tribes through tribal self-governance and to permit an orderly transition from federal domination of programs and services. This Compact and associated Funding Agreements transfer to Little River Band the responsibility for the programs, services, functions, and activities of the Indian Health Service included in the Funding Agreement and provides Little River Band with meaningful authority, control, funding, and discretion to plan, conduct, redesign, and administer programs, services, functions, and activities pursuant to Title V. In fulfilling its responsibilities under the Compact and consistent with the April 29, 1994, Memorandum from the President of the United States of America for the Heads of Executive Departments and Agencies, attached hereto as Exhibit A, the Secretary hereby pledges that the Indian Health Service will conduct all relations with Little River Band on a government-to-government basis.

Section 1.3 – Territory and Jurisdiction of the Little River Band. The territory and jurisdiction of the Little River Band shall be as described in Article I, Sections 1 and 2 of the *Constitution of the Little River Band of Ottawa*. The Service Delivery Area and Contract Health Service Delivery Area for programs, services, functions, and activities carried out under this Compact shall be as defined in 72 Fed. Reg. 34,262, 34,264 (June 21, 2007). The Service Delivery Area and Contract Health Service Delivery Area consist of all or part of the following counties in Michigan: Kent, Lake, Manistee, Mason, Muskegon, Newaygo, Oceana, Ottawa and Wexford.

Section 1.4 – Applicable Law and Forums. The laws of the United States shall apply to any dispute between the United States and the Little River Band arising out of the Compact or Funding Agreement. The applicable laws of the United States and duly enacted laws of the Little River Band shall be applied with regard to any matter or action involving a party other than the United States in the execution of this Compact and the powers and decisions of the Little River Band's Tribal Court shall be respected, to the extent that Federal law, construed in accordance with the applicable rules of construction and Title V, as amended, is not inconsistent.

ARTICLE 2 — TERMS, PROVISIONS AND CONDITIONS

Section 2.1 – Term and Effective Date. The term of this Compact begins on the effective date of the first Funding Agreement and shall extend thereafter throughout the period authorized by

Title V of the Act, and any subsequent amendment thereto, provided Little River Band has a Funding Agreement in effect, and shall remain in effect for so long as is permitted by Federal law or until terminated by mutual written agreement, retrocession, or reassumption pursuant to 25 U.S.C. § 458aaa-3(d).

Section 2.2 – Funding Amount. As provided under 25 U.S.C. § 458aaa-7(c), in accordance with the Funding Agreement, the Band shall receive shares of the IHS recurring base amount by sub-sub activity in an amount equal to the amount that the Band would have been entitled to receive under self-determination contracts including amounts for direct program costs specified under section 106(a)(1) of the Act, 25 U.S.C. § 450j-1(a)(1), and amounts for contract support costs specified under section 106(a)(2), (3), (5) and (6) of the Act, 25 U.S.C. § 450j-1(a)(2), (3), (5), and (6), including any funds that are specifically related to the provision by the Secretary of services and benefits to the Band or its members through the IHS, all without regard to the organizational level within the IHS where such functions are carried out. Nothing in this Compact shall impair the Band's eligibility for new programs, services, functions, and activities (or portions thereof) or dollars on the same basis as other tribes.

Section 2.3 – Payment.

2.3.1 Payment Schedule. Payment shall be made according the schedule set forth in the Funding Agreement.

2.3.2 Interest on Advances. Little River Band shall be permitted to retain interest earned on funds advanced pending disbursement as authorized by law. Interest earned on advances shall not diminish the amount of funds Little River Band is authorized to receive under its Funding Agreement in the year earned or in any subsequent fiscal year.

2.3.3 Investment. All funds transferred under the Funding Agreement pursuant to this Compact shall be managed using the prudent investment standard pursuant to 25 U.S.C. § 458aaa-7(h).

Section 2.4 – Reports to Congress. In accordance with 25 U.S.C. § 458aaa-13, not later than January 1 of each year, the Secretary shall submit to the Senate Committee on Indian Affairs and the Committee on Resources of the House a written report on the administration of Title V of the Act. Each report shall include a detailed analysis on the level of need being presently funded or unfunded for the Tribe. The contents of each report shall comply with 25 U.S.C. § 458aaa-13(b). In compiling the reports, the Secretary may not impose any reporting requirements on Little River Band not otherwise provided in Title V of the Act. Before submitting the Report to Congress, the Secretary shall distribute the Report to Little River Band for a comment period of no less than 30 days. The Secretary shall include Little River Band's separate views and comments in the final report to Congress.

Section 2.5 – Audits

2.5.1 Single Audit. Little River Band shall provide to the Designated Official of the Secretary an annual single organization-wide audit as prescribed by the Single Audit Act of 1984, as amended, 31 U.S.C. § 7501, *et seq.*, and 25 U.S.C. § 458aaa-5(c). A copy of this audit

will be sent simultaneously to the Indian Health Service Bemidji Area Office; the Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, Indiana 47132; and the HHS/OIG/National External Audit Review Center, 1100 Walnut Street, Suite 850, Kansas City, Missouri, 64106.

2.5.2 Cost Principles. Little River Band shall apply cost principles under the applicable OMB circular, except as modified by 25 U.S.C. § 450j-1, other provisions of law, or by any exemptions to applicable OMB circulars subsequently granted by OMB. No other audit or accounting standards shall be required by the Secretary. Any claim by the Federal Government against Little River Band relating to funds received under this Compact and associated Funding Agreements based on any audit under section 2.5 shall be subject to the provisions of 25 U.S.C. § 450j-1(f). 25 U.S.C. § 458aaa-5(c)(2).

Section 2.6 – Records.

2.6.1 Generally. Little River Band's practices relating to record-keeping associated with this Compact shall comply with 25 U.S.C. § 458aaa-5(d)(2) and be set forth in the Funding Agreement.

2.6.2 Preemption. Statutes, regulations, policies and procedures of the Little River Band that provide more protection to patient records, financial records or personnel records shall preempt other applicable statutes, regulations, policies and procedures, providing they do not impede the reasonable access by the Secretary required by 25 U.S.C. § 458aaa-5(d)(2).

Section 2.7 – Property.

2.7.1 In General. The provisions of 25 U.S.C. § 458aaa-11(c) are hereby incorporated by reference into this Compact.

2.7.2 Property Management. Management of property under this Compact shall be in accordance with additional provisions included in Little River Band's Funding Agreement.

2.7.3 Access to Property.

2.7.3.1 Excess/Surplus Property and Property Subject to Destruction. In accordance with 25 U.S.C. § 458aaa-11(c)(3), subject to Little River Band's request, the Secretary will make best efforts to acquire such excess and surplus property for donation to the Little River Band as may be appropriate to support the program, service, function or activity designated in the Compact and associated Funding Agreement. To the extent IHS has been provided notice, prior to the destruction of federal property which would otherwise be declared surplus or excess and which is located within the service area of Little River Band, the Secretary, if previously requested by Little River Band, shall provide notice of such proposed destruction to Little River Band. Such notice shall inform Little River Band of the name and address of the official responsible for determining whether such property will be destroyed or declared surplus or excess. If the Secretary is the responsible official, the Secretary will consider information provided by Little River Band regarding transfer of the property, rather than destruction, and, if

not the responsible official, the Secretary will assist Little River Band in communicating information to the responsible official.

2.7.3.2 Access to Other Federal Property. To the extent IHS has been provided notice of the availability of Federal property that may be made available to Tribes under the Act, the IHS shall provide notice of such to Little River Band.

2.7.3.3 Participation in "Project TRANSAM." Little River Band may contact the Indian Health Service Biomedical Engineering Technician to access a current inventory of equipment available under Project TRANSAM. The Bemidji Area Office Biomedical Engineering Technician (or other IHS personnel who may be assigned this function) will assist the Little River Band in acquiring any equipment or supplies available through Project TRANSAM.

2.7.4 Leases. Upon the request of a Little River Band, the Secretary shall enter into leases with Little River Band in accordance with 25 U.S.C. § 450j(l).

Section 2.8 – Effect of Circulars, Policies, Manuals, Guidances, and Rules. Unless expressly agreed to by Little River Band in this Compact or associated Funding Agreements, Little River Band shall not be subject to any agency circular, policy, manual, guidance, or rule adopted by the Indian Health Service, except for the eligibility provisions of 25 U.S.C. § 450j(g) and regulations promulgated under 25 U.S.C. § 458aaa-16.

Section 2.9 – Disputes.

2.9.1 Application of Title V. All disputes between the Indian Health Service and Little River Band under this Compact shall be subject to Title V and the provisions of 25 U.S.C. § 450m-1 and all remedies provided for therein. Actions and proceedings to enforce Little River Band's rights and the Secretary's obligations under this Compact shall be subject to the Equal Access to Justice Act, Public Law 96-481, as amended, to the extent allowed by Federal statutes and regulations. *See* 42 C.F.R. § 137.450.

2.9.2 Alternative Dispute Resolution Act. In the alternative, the Indian Health Service and Little River Band may use the processes authorized and encouraged in the Alternative Dispute Resolution Act, 5 U.S.C. § 571, *et seq.*, for more informal resolution of disputes arising under this Compact and associated Funding Agreement.

Section 2.10 – Subsequent Funding Agreements.

2.10.1 Initiation of Negotiations. Little River Band is hereby assured that future funding of Little River Band's subsequent Funding Agreements shall only be reduced pursuant to the provisions of 25 U.S.C. § 458aaa-7(d)(1)(C)(ii). The Secretary agrees to conduct Area pre-negotiation meetings where the Agency will supply information reasonably needed to determine the funds that may be available for a subsequent Funding Agreement and to respond to other requests for information from Little River Band to the extent feasible.

2.10.2 Continuation of Compact and Funding Agreement. The terms of this Compact and the existing Funding Agreement shall, at the option of Little River Band, remain in full force and effect until a subsequent Funding Agreement becomes effective. As provided in 25 U.S.C. § 458aaa-4(e), the terms of the subsequent Funding Agreement will become retroactive to the end of the term of the preceding Funding Agreement. Any increases in funding to which Tribes are entitled by law or which have been made available by Congress, or increases which Little River Band subsequently negotiates, shall be included in Little River Band's subsequent Funding Agreement.

Section 2.11 – Health Status Reports. In accordance with 25 U.S.C. § 458aaa-6(a)(1), Little River Band shall provide the Secretary a health status and service delivery report to the extent that relevant data is not otherwise available to the Secretary and specific funds for this purpose are provided to Little River Band in its Funding Agreement. Such reporting may impose only minimal burdens on Little River Band and shall be consistent with regulations promulgated under 25 U.S.C. § 458aaa-16.

Section 2.12 – Transportation and Other Supply Sources.

2.12.1 Use of Motor Vehicles. In accordance with 25 U.S.C. § 458aaa-7(e), if the Little River Band elects to carry out the Compact or Funding Agreement with the use of Federal personnel, Federal supplies (including supplies available from Federal warehouse facilities), Federal supply sources (including lodging, airline transportation, and other means of transportation including the use of interagency motor pool vehicles) or other Federal resources (including supplies, services and resources available to the Secretary under any procurement contracts in which the Department is eligible to participate), the Secretary shall acquire and transfer such personnel, supplies, or resources to the Little River Band.

2.12.2 Other Supply Sources. Federal supply sources (including lodging, airline transportation, and other means of transportation) shall be available to Little River Band in accordance with 25 U.S.C. §§ 458aaa-7(e) and 458aaa-15(a).

Section 2.13 – Limitation of Costs. Little River Band shall not be obligated to continue performance that requires an expenditure of funds in excess of funds awarded under the Funding Agreement. In accordance with 25 U.S.C. § 458aaa-7(k), if, at any time, Little River Band has reason to believe that the total amount required for performance of a specific activity conducted under the Funding Agreement, would be greater than the amount of funds awarded under the Funding Agreement, Little River Band may provide reasonable notice to the Indian Health Service. If the Indian Health Service does not take such action as may be necessary to increase the amount of funds awarded under the Funding Agreement, Little River Band may suspend performance of such activity until such time as additional funds are transferred.

Section 2.14 – Reassumption. The Secretary may reassume a program, service, function, or activity (or portions thereof) carried out by Little River Band under this Compact and associated Funding Agreements, and the funding associated with such program, service, function or activity (or portion thereof), pursuant to 25 U.S.C. § 458aaa-6(a)(2) and the regulations at 42 C.F.R. Part 137, Subpart M.

ARTICLE 3 — OBLIGATIONS OF LITTLE RIVER BAND

Section 3.1 – Consolidation. Little River Band will be responsible for performing the health programs, services, functions, and activities as specified in Section 3.3 [Compact Programs] and the Funding Agreement, as provided for in Section 6.2 [Funding Agreement] of this Compact. To the extent a program, service, function, or activity (or portion thereof) included within a contract or grant entered into pursuant to 25 U.S.C. §§ 450f and 450h is included within a Funding Agreement, that contract or grant shall be modified or terminated as appropriate. The parties' obligations shall be governed by this Compact and all funds previously obligated under contracts or grants (including carry-over funds) will be re-obligated to Little River Band under the Funding Agreement as necessary to maintain the carryover of funds permitted by Section 508(i) of the Act, 25 U.S.C. § 458aaa-7(i). Such terminated contracts shall be identified by contract number in the Funding Agreement.

Section 3.2 – Amount of Funds. The total amount of funds the Secretary shall make available to Little River Band, shall be determined in accordance with 25 U.S.C. § 458aaa-7(c), and shall be set forth in the Funding Agreement.

Section 3.3 – Compact Programs. The programs, services, functions, and activities that will be the responsibility of Little River Band under this Compact shall be identified in the Tribe's Funding Agreements.

Section 3.4 – Eligibility for Services. In determining eligibility for services, Little River Band shall comply with applicable eligibility provisions set forth in the Indian Health Care Improvement Act, as amended, applicable Federal regulations, and other Federal law.

Section 3.5 – Reallocation, Redesign and Consolidation. In accordance with 25 U.S.C. § 458aaa-5(e), Little River Band may redesign or consolidate programs, services, functions, and activities (or portions thereof) included in the Funding Agreement under 25 U.S.C. § 458aaa-4 and reallocate or redirect funds for such programs, services, functions, and activities (or portions thereof) in any manner that the Tribe deems to be in the best interest of the health and welfare of the Indian community being served, only if the redesign or consolidation does not have the effect of denying eligibility for services to population groups otherwise eligible to be served under applicable Federal law.

Section 3.6 – Consolidation with Other Programs. Little River Band may consolidate programs, services, functions, and activities and associated funds identified in its Funding Agreement with other programs, services, functions, and activities provided with its own funds or funds from other sources, provided that the programs, services, functions, and activities are allowable for inclusion in a funding agreement under 25 U.S.C. § 458aaa-4. When programs, services, functions, and activities are consolidated in the Funding Agreement by Little River Band, the Tribe and its employees carrying out those programs, services, functions, and activities will receive Federal Tort Claims Act coverage in accordance with 42 C.F.R. § 137.220 and 25 C.F.R. Part 900 Subpart M. In cases in which the Tribe consolidates programs, services, functions, and activities under this section, Little River Band shall not be required to separate dollars or programs, services, functions, and activities so long as the Tribe can provide sufficient data to permit an acceptable program and financial audit to be conducted.

Section 3.7 – Program Income, including Medicare/Medicaid. In accordance with 25 U.S.C. § 458aaa-7(j), all Medicare, Medicaid or other program income earned by Little River Band shall be in addition to that negotiated in the Funding Agreement and Little River Band may retain all such income and expend such funds in the current year or in future years except to the extent that the Indian Health Care Improvement Act (25 U.S.C. § 1601 *et seq.*) provides otherwise for Medicare and Medicaid receipts. *See*, 25 U.S.C. § 1645. Such additional funds shall not result in any offset or reduction in the negotiated amount of the Funding Agreement in the year the program income is received or for any subsequent fiscal year.

Section 3.8 – Carryover of Funds. In accordance with 25 U.S.C. § 458aaa-7(i), all funds paid to Little River Band in accordance with this Compact or associated Funding Agreements shall remain available until expended. In the event the Tribe elects to carryover funding from one year to the next, such carryover shall not diminish the amount of funds Little River Band is authorized to receive under its Funding Agreement in that or any subsequent fiscal year.

Section 3.9 – Matching Funds. All funds provided under this Compact or associated Funding Agreements shall be treated as non-Federal funds for purposes of meeting matching and other cost participation requirements under any other Federal or non-Federal program pursuant to 25 U.S.C. § 458aaa-11(d).

ARTICLE 4 — OBLIGATIONS OF THE UNITED STATES

Section 4.1 – Trust Responsibility. In accordance with 25 U.S.C. §§ 458aaa-6(g) and 458aaa-14(b), nothing in this Compact waives, modifies, or diminishes in any way the trust responsibility of the United States with respect to the Little River Band or individual American Indians or Alaska Natives that exists under treaties, Executive orders, and other laws or court decisions.

Section 4.2 – Programs Retained.

4.2.1 Secretarial Responsibility and Eligibility for New Programs, Service Increases, and Non-Recurring Resources. The Secretary hereby retains the responsibility for the programs, services, functions, and activities (or portions thereof) that are not specifically assumed by Little River Band through its Funding Agreement, and Little River Band shall continue to be entitled to the full benefit of those programs, services, functions, and activities retained by the Indian Health Service. In accordance with 25 U.S.C. § 458aaa-5(h), Little River Band shall be eligible for new programs of the Secretary and the Indian Health Service on the same basis as other Tribes.

4.2.2 Information regarding Services of the Indian Health Service. As part of the annual Bemidji Area pre-negotiation meeting, or no later than 60 days prior to the end of each fiscal year, whichever is earlier, the Indian Health Service shall provide Little River Band with a written list of the retained programs, services, functions, and activities relevant to Indian health care for the upcoming fiscal year in the area Little River Band provides services. To the fullest extent permitted by law, the Secretary shall provide Little River Band access to, and copies of, all documents and other information relevant to any ongoing retained programs, services,

functions, and activities. The Secretary will cooperate with Little River Band to facilitate the inclusion of programs, services, functions, and activities in future Funding Agreements.

Section 4.3 – Financial and Other Information.

4.3.1 To assist Little River Band in monitoring compliance with 25 U.S.C. § 458aaa-7(c), the Secretary shall provide information to Little River Band, on the same basis as it provides information to other Tribes:

4.3.1.1 reports from Headquarters, the Office of Tribal Self-Governance and the Bemidji Area Office, concerning funds provided to support programs, services, functions and activities provided by Little River Band under this Compact and funds retained by the Indian Health Service to support programs, services, functions and activities retained by the Indian Health Service; and

4.3.1.2 prompt notice of any new programs, services, functions and activities for which Little River Band may be eligible, including the funding available for such programs, services, functions and activities.

4.3.2 The Secretary shall prepare and supply, no later than 60 days prior to the end of the fiscal year in which the request is made, relevant financial information and comply with Little River Band's request for information needed to determine funds that may be available for a successor Funding Agreement.

Section 4.4 - Savings. To the extent that programs, services, functions and activities (or portions thereof) carried out by Indian Tribes under Title V reduce the administrative or other responsibilities of the Secretary with respect to the operation of Indian programs and result in savings that have not otherwise been included in the amount of tribal shares and other funds determined under 25 U.S.C. § 458aaa-7(c), the Secretary shall make such savings available to Indian Tribes, including the Little River Band, inter-tribal consortia, or tribal organizations for the provision of additional services to program beneficiaries in a matter equitable to directly served, contracted, and compacted programs. 25 U.S.C. § 458aaa-6(f).

ARTICLE 5 — OTHER PROVISIONS

Section 5.1 – Designated Officials/Agent. On or before the effective date of this Compact, both the Secretary and Little River Band shall provide a written designation of an individual as their representative/liaison. The Secretary shall direct all communications about the Compact, and relevant Funding Agreement to the Tribe's designee. Reference herein to Little River Band or the Secretary shall include the respective Designated Official thereof. Should the Secretary or Little River Band, during this Compact, designate a different individual as their representative/liaison, the parties shall inform the other party in writing at the time of the designee change.

Section 5.2 – Indian Preference in Employment, Contracting and Sub-Contracting. The tribal employment and contract preference laws adopted by Little River Band shall govern with

respect to administration of the Compact and associated Funding Agreements or portions thereof. 25 U.S.C. § 450e(b) and (c).

Section 5.3 – Federal Tort Claims Act Coverage; Insurance.

5.3.1 Federal Tort Claims Act Coverage. For purposes of Federal Tort Claims Act coverage, Little River Band and its employees (including individuals performing personal services contracts with Little River Band to provide health care services) are deemed to be employees of the Federal government while performing work under this Compact and associated Funding Agreements. This status is not changed by the source of the funds used by Little River Band to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than Little River Band. Under this Funding Agreement, Little River Band's employees may be required, as a condition of employment, to provide health services to non-IHS beneficiaries in order to meet contractual obligations. These services may be provided in either the Little River Band's facilities or in other facilities. The employee's status for Federal Tort Claims Act purposes is not affected.

5.3.2 Insurance. Little River Band may, without approval of the Secretary, expend funds provided under this Compact and associated Funding Agreements to purchase insurance and indemnification, including insurance covering the risk of loss of or damage to property used in connection with this Compact and associated Funding Agreements without regard to the ownership of such property, to the extent that the expenditure of the funds is supportive of the programs, services, functions and activities carried out by Little River Band under this Compact and associated Funding Agreements.

5.3.3 Personal Services Contracts. Personal services contracts shall be covered under this provision to the extent provided under 25 U.S.C. § 450f(d).

Section 5.4 – Compact Modifications or Amendments. Amendment to this Compact must be in writing and be signed by the authorized signatory for Little River Band and the Secretary.

Section 5.5 – Construction Funding. To the extent that funding becomes available for construction projects for Little River Band and it opts to carry out the construction project, Little River Band may opt to do so in accordance with Title I (under 25 C.F.R. Part 900, Subpart J) or Title V of the Act. Upon exercising such options, Little River Band becomes subject to and must comply with the regulations of the elected statutory provision. 25 U.S.C. § 458aaa-8.

Section 5.6 – Officials Not to Benefit. No member of or delegate to Congress shall be admitted to any share or part of any contract executed pursuant to this Compact, or to any benefit that may arise there from; but this provision shall not be construed to extend to any contract under this Compact if made with a corporation for its general benefit.

Section 5.7 – Covenant Against Contingent Fees. The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Compact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

Section 5.8 – Penalties. The parties agree that the criminal penalties set forth in 25 U.S.C. § 450d apply to all activities conducted pursuant to this Compact and associated Funding Agreements.

Section 5.9 – Use of Federal Employees. The provisions of 25 U.S.C. § 450i, as set forth in the individual Memoranda of Agreement and Inter-Governmental Personnel Act Agreements entered into by the Indian Health Service to assign or detail individuals to Little River Band, shall apply to this Compact and associated Funding Agreements.

Section 5.10 – Extraordinary or Unforeseen Events. This Compact is intended to obligate Little River Band to carry out all usual and ordinary functions respecting the programs, services, functions and activities for which it is undertaking to assume responsibility under its Funding Agreement. In the event major unforeseen or extraordinary events occur, as jointly identified by Little River Band and the Secretary, with consequences beyond the control of the Tribe, Little River Band shall have access to additional services and funding amounts for its Funding Agreement as described in its Funding Agreement. The parties will seek to ensure that funds available to Little River Band to deal with the unforeseen circumstance will not be less than would have been available to non-Compact Tribes or the Indian Health Service had they encountered a similar circumstance.

Section 5.11 – Mature Contractor Status upon Compact Termination. In accordance with 25 U.S.C. § 458aaa-5(g)(3), should Little River Band elect to convert all or some of the programs, services, functions, or activities operated under the Compact back to contract status under Title I, the resulting self-determination contract shall be a mature self-determination contract. Such conversion would occur only at the end of the Compact term, on another date mutually acceptable to Little River Band and the Secretary, or as otherwise provided in this Compact, and will be implemented in a manner which avoids any interruption of services.

Section 5.12 – Limitation of Liability. Any liability to the United States or to any third party incurred by Little River Band arising out of its performance of or expenditure of funds under this Compact and Little River Band's Funding Agreement shall be the obligation only of Little River Band.

Section 5.13 – Sovereign Immunity. Nothing in this Compact or in any Funding Agreement shall be construed as a waiver by Little River Band of its sovereign immunity.

Section 5.14 – Secretarial Interpretation and Rules of Construction. The Secretary shall interpret all Federal laws, Executive orders, and regulations in a manner that will facilitate the inclusion of programs, services, functions and activities (or portions thereof) and funds associated therewith, into this Compact and the associated Funding Agreements; the implementation of this Compact and the associated Funding Agreements; and achievement of Little River Band's health goals and objectives in accordance with 25 U.S.C. § 458aaa-11(a). Each provision of Title V of the Act and of this Compact and associated Funding Agreements shall be liberally construed for the benefit of Little River Band and any ambiguity shall be resolved in favor of Little River Band. 25 U.S.C. § 458aaa-11(f).

Section 5.15 – Severability. This Compact shall not be considered invalid, void or voidable if any section or provision of this Compact is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of this Compact.

Section 5.16 – Applicability of Title I Provisions. At the request of a Little River Band, any provision of Title I, not already specified in 25 U.S.C. § 458aaa-15(a), to the extent such provision does not conflict with a provision in Title V, shall be made a part of a Funding Agreement. The Secretary is obligated to include such provision at the option of Little River Band. If such provision is incorporated it shall have the same force and effect as if it were set out in full in Title V and in the Funding Agreement. In the event the Little River Band requests such incorporation at the negotiation stage of this Compact or Funding Agreement, such incorporation shall be deemed effective immediately and shall control the negotiation and resulting Compact and Funding Agreement. 25 U.S.C. § 459aaa-15(b).

Section 5.17 — Reimbursement to the Indian Health Service. In accordance with 25 U.S.C. § 458aaa-7(f), with respect to functions transferred by the Indian Health Service to Little River Band under this Compact or Funding Agreement, the Indian Health Service shall provide goods and services to Little River Band, on a reimbursable basis, including payment in advance with subsequent adjustment. The reimbursements received from those goods and services, along with the funds received from Little River Band pursuant to this section, may be credited to the same or subsequent appropriation account which provided the funding, such amounts to remain available until expended.

ARTICLE 6 — ATTACHMENTS

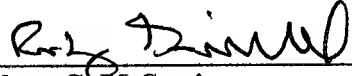

Section 6.1 – Resolution. The resolution of the Tribal Council of the Little River Band is attached as Exhibit B.

Section 6.2 – Funding Agreement. Each Funding Agreement entered into between the Secretary of Health and Human Services, represented by the Director of the Indian Health Service, and Little River Band shall be governed by this Compact.

///
///
///

COMPACT BETWEEN LITTLE RIVER BAND AND UNITED STATES OF AMERICA
EFFECTIVE FEBRUARY 1, 2009

UNITED STATES OF AMERICA
SECRETARY OF HEALTH AND HUMAN SERVICES

By: 
 Robert G. McSwain
Director, Indian Health Service

Date: 2/12/09

LITTLE RIVER BAND OF OTTAWA INDIANS

By: 
Larry Romanelli
Tribal Ogema

Date: 1-27-09

**Multi-Year Funding Agreement
between
the Little River Band of Ottawa Indians
and
the Secretary of Health and Human Services
of the
United States of America**

Effective February 1, 2009 through December 31, 2011

This Funding Agreement is entered into by and between the Little River Band of Ottawa Indians and the Secretary of Health and Human Services (HHS) of the United States of America (Secretary) represented by the Director of the Indian Health Services (Director).

Section 1 — Obligations of the IHS.

1.1 Generally. Pursuant to this Funding Agreement, the Indian Health Service (IHS) shall provide funding and services identified herein and as provided in the Compact between the Little River Band of Ottawa Indians (Little River Band) and the United States (Compact). The IHS shall remain responsible for performing all federal residual programs, services, functions and activities (PSFAs). IHS shall further be responsible for performing its responsibilities as provided in the Indian Health Care Improvement Act (IHCIA), the Indian Self-Determination and Education Assistance Act, as amended (the Act), and other applicable provisions of Federal law.

In addition, although funds are provided from Headquarters and Area Office in support of the Compact and this Funding Agreement, the IHS will continue to make available to Little River Band, PSFAs from both Area Office and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Funding Agreement. In cases where a portion of tribal shares have been transferred, there may be some diminishment in the level of PSFAs provided by the IHS. The IHS PSFAs for which Little River Band does not assume responsibility and receive associated funding under this Funding Agreement will remain the responsibility of the IHS. The “Bemidji Area Indian Health Service Programs, Functions, Services & Activities (PFSA) Manual for use in FY 2009 Negotiations: Final” reflects the understanding of the parties regarding FY 2009 residual, transitional, and retained services of the Bemidji Area Office (BAO) to Little River Band. This document is hereby incorporated by reference.

1.2 IHS Services. Unless funds are specifically provided from IHS Headquarters or BAO, the IHS retains all PSFAs and Little River Band will not be denied access to, or services from, Headquarters or BAO. These include, but are not limited to, the following services from the IHS:

1.2.1 Access to Training and Technical Assistance. To the extent funds are retained by the IHS, Little River Band shall have access to training, continuing education, and technical assistance in the manner and to the same extent Little River Band would have received such services if it were not participating in Self-Governance.

1.2.2 Intellectual Property. In the course of administering federal contracts, grants, subgrants, and other agreements, IHS acquired various copyrights and licenses, including licenses pursuant to 45 C.F.R. § 74.36 and 45 C.F.R. § 92.34, in works which the IHS possessed, reproduced, published and otherwise used and allowed others to possess, reproduce, publish, and otherwise use. To carry out the PSFAs assumed by Little River Band under this and previous funding agreements and contracts Little River Band has the delegated authority and permission from IHS to use and allow others to reproduce, publish, and otherwise make use of these works to the same extent as IHS, consistent with the copyrights or licenses acquired by IHS in such works.

1.2.3 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for retained IHS health care component activities. Little River Band also is responsible for complying with HIPAA. IHS and Little River Band will share patient information consistent with the patient treatment, payment and health care operations exceptions to disclosure rules under HIPAA.

1.2.4 Information Services. IHS has retained all Headquarters and BAO tribal shares associated with information services. The IHS, principally through the Office of Information Technology (OIT), formerly Division of Information Resources (DIR), will continue to provide the full range of OIT services to Little River Band, described generally with related retained funding amounts in Appendix A, DIR Worksheet Number 3, which is hereby incorporated by reference into this Funding Agreement, including all services associated with the National Patient Information Reporting System (NPIRS) National Data Warehouse (NDW), Information Service Support, and Resource and Patient Management System (RPMS) Service Support, including electronic health records, and BAO management information services which provides technical support for RPMS, telecommunications, telehealth, server support, patches, security guidance, and help desk functions in support of information services Little River Band obtains from IHS.

1.2.5 Environmental Health and Engineering Services. IHS has retained all Headquarters and BAO tribal shares associated with environmental health and engineering services, except maintenance and improvement (M&I) and equipment funds. The IHS will continue to provide the full range of these services (except provision of routine M&I and equipment), including facility support, environmental health support, engineering services, sanitation facility construction, and sanitarian services.

1.2.6 Program Planning. IHS has retained all BAO tribal shares associated with Program Planning. IHS will continue to provide technical assistance to the Little River Band on User Population data and Area Patient Count data.

1.2.7 Recruitment. IHS has retained all BAO tribal shares associated with Recruitment. IHS will continue to provide technical assistance to the Little River Band in the recruitment of health professionals.

1.2.8 Clinical Applications and Business Office Coordination.

1.2.8.1 Clinical Applications Coordinator provides guidance and technical assistance on all aspects of electronic health records, including initial preparation, implementation, and ongoing technical assistance; serves as the point of contact for electronic health record initial planning and pre-implementation assistance; coordinates electronic health record software installation with the BAO management information system staff and with IHS OIT; provides one week of on-site training to tribal facility clinical application coordinator; coordinates OIT technical support; serves as technical liaison for electronic health records between OIT, BAO and health care facilities; and provides ongoing technical assistance on daily operation and modifications to electronic health records.

1.2.8.2 Business Office Coordinator provides consultation and technical assistance in establishing processes to enhance patient registration data quality and enhance revenue generation and accounts receivable programs; acts as an advocate and liaison with IHS Headquarters, Area, local, State and Federal programs; collaborates in partnerships on specific issues; assists BAO tribal operating units/urban programs and their patients with health care eligibility determination, and identification of alternative resources; provides technical assistance in negotiation process for agreement/contracts with external entities/payers and managed care provider networks and advocacy for payer problem resolution; and assists in the basic operation of Bemidji Area programs.

Section 2 – Obligations of the Little River Band. This Funding Agreement obligates Little River Band to be responsible to administer and to provide health PSFAs, identified in Section 3 [Tribal Programs and Budget], to eligible individuals pursuant to Section 3.4 of the Compact [Eligibility for Services], utilizing the resources transferred under this Funding Agreement and other funds as they may become available to Little River Band. This Funding Agreement further authorizes Little River Band to consolidate and redesign PSFAs as provided in the Act, and sections 3.4 [Eligibility for Services], 3.5 [Reallocation, Redesign and Consolidation], and 3.6 [Consolidation with Other Programs] of the Compact.

Section 3 – Tribal Programs and Budget. Little River Band agrees, subject to the availability of funding, to administer, provide, and be responsible for the health PSFAs, directly and through contract health services and other purchased services, identified below in accordance with the Compact and this Funding Agreement. For the purposes of the Funding Agreement, Little River Band's General Budget Categories consolidate related health PSFAs as described in this section, or as necessary to fully provide for the needs of persons served under this Funding Agreement.

3.1 Programs, Services, Functions and Activities. Little River Band is committed to and strives to provide quality health care services through advocacy, networking and collaborative efforts with local health and human services agencies and other tribal organizations to promote effective access and utilization of available resources and the maintenance of qualified staff, equipment, clinical sites and medical provisions. Little River Band and its staff

may provide services in settings other than those on Little River Band Territorial lands. Informational, preventive, and educational services are disseminated through various mediums and include a variety of subjects to promote cultural pride, leadership, health lifestyles and life management skills. Employees routinely travel to local townships, community groups and schools to participate in local and community-sponsored events.

3.1.1. Clinical and Ancillary Services. Subject to the availability of funding, Little River Band provides a broad range of ambulatory health care and ancillary services. These services include, but are not limited to:

3.1.1.1 Clinical Services, which comprise acute, chronic, therapeutic, and preventive health services, including, but not limited to: a full spectrum of family services, including traditional Ottawa medicine, acute medical care and hospital admission follow-up care, well child services, employee wellness, immunization tracking, injury prevention, health education, pharmaceutical services, medical case management, in-office labs, sexual assault nurse exams, and

3.1.1.1.1 Complementary and Alternative Medicine (CAM) Services, including, but not limited to, acupuncture and homeopathy, which can be demonstrated to be reasonably safe and effective and are indicated for the patient's diagnosis or condition, may be provided following a referral from a primary care provider (defined as medical doctor, doctor of osteopathy, doctor of dental surgery, doctor of dental medicine, physician's assistant, advanced practice nurse, doctor of podiatric medicine) and, for those facilities with an organized Medical staff mechanism, if the CAM providers are credentialed as required by the facility's accrediting or certifying body for the specific patient care services.

3.1.1.1.2 Dental Services, which provides comprehensive services to raise the dental health and lower the incidence of dental disease, including, but not limited to, general dentistry, dental hygiene, orthodontics and dental education;

3.1.1.1.3 Optometry Program, which provides comprehensive direct optometric services, including, but not limited to, vision assessment, eye evaluation, retinal assessment, frame adjustment and repair, contact lens fitting, frames, eyeglass lenses, eye injury treatment, eye disease treatment, and low vision aids; and

3.1.1.1.4 Physical Rehabilitation Services, which provides comprehensive physical therapy evaluation and treatment, including, but not limited to, rehabilitation and occupational therapy, speech therapy services, certified massage therapy, chiropractic evaluation and treatment, back and spine rehabilitation therapy and training, ergonomic assessment, community education programs, and language and swallow evaluation and treatment.

3.1.1.2 Ancillary Services will be provided at levels sufficient to support medical diagnosis and treatment, and include, but are not limited to: radiology, mammography, ultrasound, bone density screening, lab services, microbiology, drug screening analysis, audiology, pharmacy services and dietary services.

3.1.1.3 Patient Transport for Medically Necessary Services. Little River Band manages a transport system in order for patients to receive services on-site such as specialty clinics and health seminars and at off-site health provider locations.

3.1.2 Behavioral Health Services provides comprehensive behavioral health services including, but not limited to, identification, psycho-social assessment, diagnosis, intervention and outpatient treatment of substance use disorders and mental health disorders, as well as injury prevention services for the protection of individuals impaired by alcohol and substance abuse and mental health crises. Counseling services, including prevention, relapse prevention, youth prevention and referral services, substance use disorder and other addiction treatment, mental health, psychiatric and outreach services, including family, child guidance, domestic violence, and child abuse prevention will also be made available. Therapy with children may include environmental modification (out of home placement). Multi-disciplinary case management and collaboration in development of agreements that will facilitate services are part of the services delivery.

3.1.3 Diabetes Prevention and Control provides comprehensive programs to reduce diabetes and encourage healthy lifestyles and individual and community wellness, through community and individual education and treatment, diabetic support groups; blood sugar screening; diabetic registry; prevention programs; exercise program; medication management; and foot care.

3.1.4 Community, Children and Family Services.

3.1.4.1 Habilitation Services provide comprehensive habilitation and rehabilitation programs and related services designed to assist individuals and their families to lead healthy, productive lives and engage fully in age-appropriate activities; such programs include, but are not limited to, for higher risk individuals clinical vocational rehabilitation, assistance, education and training.

3.1.4.2 Child Abuse and Neglect Services assures a safe environment for the welfare of the child and works toward the ultimate rehabilitation of the child and family by providing prevention and intervention services to respond to child physical abuse, sexual abuse, and neglect and other conditions that place a child at physical or emotional risk, including, but not limited to, support services for children, youth, and families; therapeutic activity and educational services aimed at recovery, healthy living skills and relationship development; individual, family and group counseling; family reunification support services; advocacy; health-related aspects of recruitment and certification of foster homes; collaboration with tribal, state, county, and city child protection and law enforcement agencies and other child and family advocacy programs; and facilitation and support of efforts to find permanent safe homes,

including health-related aspects of recruitment of potential adoptive families, conducting home studies and providing other support services.

3.1.4.3 Child Development Services provides services directed at assuring IHS beneficiaries the opportunity to participate in educational and other healthy age-appropriate activities and to enhance self-confidence and self-esteem, including, but not limited to health-related, educational, developmental, and student support activities, healthy lifestyles and cultural pride, and a variety of health-related child development services.

3.1.5 Family Health provides comprehensive family health services including, but not limited to providing in-home care visits; prenatal and sudden infant death syndrome (SIDS) prevention education, and immunizations.

3.1.6 Nutrition Services provides supplemental foods, and nutrition education, counseling and other services for individuals at nutritional risk.

3.1.7 Contract Health Care purchases health services not otherwise available or accessible to eligible beneficiaries through a contractual or open-market basis. Program administration includes, but is not limited to, patient advocacy, and monitoring of patient care for appropriateness of services and medical necessity.

3.1.8 Community Based Programs. Community-based health programs, include, but are not limited to the following:

3.1.8.1 Injury Prevention. Community safety and injury prevention program, which may be offered in conjunction with or in addition to the injury prevention services that IHS will continue to provide, may include participation in local first responder teams, providing health and medical services as part of community patrols, and liaison with tribal, local, state and federal governments and agencies directed at preventing intentional and unintentional injuries and death; and services for the protection of individuals impaired by alcohol and substance abuse and mental health crises.

3.1.8.2 Domestic Violence Prevention provides domestic violence prevention and advocacy, including participation in community sexual assault response teams;

3.1.8.3 Community Health and Wellness provides information, education and programs on: nicotine control/cessation; dietetics and nutrition services, including services associated with health promotion and disease prevention events; cooking classes to promote healthy diets; employee presentations and classes for community groups and schools; cancer prevention education and activities; injury prevention activities including parenting classes; community and individual activity and preventive health and wellness programs and life skills programming; tuberculosis screening and testing; needlestick and blood borne pathogen prevention and treatment; and immunizations and vaccinations;

3.1.8.4 Home Care and Other Community Based Services provides, through a combination of western methods and traditional modalities, home care and other community based services which include community health representatives (CHRs) or other employees of the Little River Band working under the direction and supervision of the health program providing homemaker services which consist of assisting the disabled, homebound, or bedridden with household chores, preparing food and feeding incapacitated patients, or assisting with personal care such as bathing or hair washing, vital signs, and medication reminders. These services are provided in support of other skilled nursing and medical services provided to individuals who are unable to meet their own needs. Home and community based services also provides: respite, nutrition, transportation and other supportive services; palliative and other end of life services; comprehensive care management services; transitional care; skilled nursing care services, and medical, public health, and preventive health services in support of long term care and engages in planning and development of additional services.

3.1.9 Environmental Health and Engineering. In addition to and in conjunction with the activities that IHS will perform under section 1.2.5 [environmental health and engineering services], Little River Band provides services described in paragraphs 3.1.9.1 [generally] and 3.1.9.2 [community response and disaster preparedness and response].

3.1.9.1 Generally. Environmental Health and Engineering provides Environmental Quality Assurance Program; air monitoring; air, mold, mercury, and other environmental testing; site contamination assessment and intervention; Material Safety Data Sheet (MSDS) program; safety preparedness; water plant and community and private well maintenance, including testing, operator training, water distribution maintenance, and 24 hour emergency response; community and private sewer and wastewater treatment plant and collection system maintenance, repairs and planning; solid waste collection and management, including hazardous waste collection and recycling; outreach; fire prevention and inspection, including fire extinguisher training and heating, ventilating and air conditioning (HVAC) and fire alarm system maintenance; infection control and universal precautions; occupational safety; and animal control, including dog bite prevention and rabies control.

3.1.9.2 Community Response and Disaster Preparedness and Response provides mitigation and prevention of, preparation for, response to, and recovery from the effects of natural, man-made, and biological events, including mutual aid agreements with tribal, local, state and federal governments and operation and support of warning and evacuation systems.

3.1.10 Benefit Outreach provides assistance to individuals in obtaining alternative funding for health care services.

3.1.11 Administration provides overall administrative services for the PSFAs described in this Funding Agreement and includes management, supervision, coordination and monitoring, and fiscal oversight, including a complement of services required to support the provision of health services to Little River Band including, but not limited to:

3.1.11.1 Administrative Functions include facilities and equipment management, maintenance and improvements; housekeeping and linen services; security; central sterile supply; mailroom functions; inventory control; budget development and maintenance; third party billing; grant writing, legal consultation and representation; accounting functions; contract development and management; purchasing management; and technology management;

3.1.11.2 Human Resources provides personnel services including staffing, recruitment, retention, job classification, pay and benefits administration, training, continuing education and development, employee relations, human resources information systems, infection control, and staff health education;

3.1.11.3 Compliance Coordination promotes responsible, ethical behavior and business practices consistent with Little River Band's mission, vision, and values; provides facility accreditation oversight and coordination; risk management; HIPAA compliance; policy and procedure development and enforcement; and quality improvement activities;

3.1.11.4 Patient Registration includes administrative services such as RPMS data entry; medical manager data entry maintenance; and health information management.

3.1.12 Tribal Ogema, Tribal Council and Health Commission. The Tribal Ogema, tribally elected council and Tribal Health Commission provide policy and direction for all Little River Band health-related activities, which will be the exclusive domain of the Tribal Ogema, Tribal Council, and the Health Commission, to the extent authorized by the Tribal Council.

3.1.13 Public Health and Epidemiology. Little River Band directly, and/or through the Great Lakes Inter-Tribal Council's Epidemiology Center, carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally identifiable health information for the purposes of (1) preventing or controlling disease, injury, or disability; (2) reporting disease, injury and vital events such as birth and death; and (3) conducting Public Health investigations.

3.2 Other Programs/Services Funded. This Funding Agreement includes PSFAs resulting from tribal redesign, or consolidation, reallocation or redirection of fund, including its own funds or funds from other sources, provided that such consolidation, redesign or reallocation or redirection of funds must satisfy the conditions of 25 U.S.C. § 458aaa-5(e) and results in carrying out PSFAs that may be included in the Funding Agreement pursuant to 25 U.S.C. § 458aaa-4 and Section 3.6 of the Compact [Consolidation with Other Programs].

3.3 Non-IHS Funding. Little River Band will complement and supplement the PSFAs described in Section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding. Consistent with Sections 3.5 [Reallocation, Redesign and Consolidation], 3.6 [Consolidation with Other Programs], and 3.7 [Program Income, including Medicare/Medicaid] of the Compact,

non-IHS funds will be added to or merged with funds provided by the IHS through this Funding Agreement.

3.4 Federal Tort Claims Act. The Federal Tort Claims Act applies to Little River Band's PSFAs under this Funding Agreement as provided in 25 U.S.C. § 458aaa-15(a) (which incorporates 25 U.S.C. § 450f(d) and Section 314 of Pub. L. 101-512) and section 5.3.1 of the Compact [Federal Tort Claims Act Coverage; insurance]. The extent of Federal Tort Claims Act coverage is described more specifically in 25 C.F.R. §§ 900.180 - 900.210.

3.5 Facilities and Locations. Little River Band provides the PSFAs described in this Funding Agreement in more than one facility or location, including the primary Tribal Health Clinic site located at 310 9th Street, Manistee, Michigan and the Little River Band satellite office located in Muskegon, Michigan.

3.6 Health Status Reports. Pursuant to Section 2.11 of the Compact [Health Status Reports], the Little River Band will make health status reports based on the 2009 Government Performance and Results Act Indicators (GPRA) identified in Appendix B and hereby incorporated by reference.

Section 4 — Amounts Available.

4.1 Generally. The funds made available to Little River Band pursuant to the Compact and Title V of the Act are subject to reductions only in accordance with 25 U.S.C. § 458aaa-7(d) and 25 U.S.C. § 450j-1. The amounts to be made available are identified in the following documents,¹ which are incorporated by reference:

- Appendix C: Self-Governance Funding Agreement (FA) Table #1 for Little River Band for the Period: February 1, 2009 thru December 31, 2009, CY 2009 (FA #67G090096);
- Appendix A: Support Package Selection Identifies Total DIR Shares Available for Tribe (DIR Worksheet #3);
- Appendix D: Bemidji Area 2009 FA Detail by Account (based on 2008 Appropriations);
- Appendix E: Little River Band CY 09 Funding Agreement - HQ Tribal Shares (based on FY 2008 IHS Appropriation (Table #4));
- Appendix F: Estimated Area and Headquarters Facilities Appropriation Funds for FY 2009 SD/SG Negotiations (based on FY 2008 Actual Funding) (Table 4F for Little River Band);

¹The documents incorporated in this Funding Agreement address CY 09 funding amounts for the period February 1, 2009 through December 31, 2009. Prior to the beginning of each new calendar year covered by this Funding Agreement, IHS and Little River Band will agree upon updated versions of each of these documents applicable to the upcoming calendar year. Funding for FY 2010 will be annualized to include funding for the full twelve month period.

Non-recurring and earmarked funds will be provided to Little River Band in the future to the same extent as they have historically been provided consistent with applicable law and funding formulas agreed to by Bemidji Area tribes. Headquarters shares are allocated to the BAO according to Headquarters' methodologies and subsequently reallocated by the BAO to Little River Band on a basis agreed upon by the tribes in the Bemidji Area. In addition to the funding amounts, Little River Band is entitled to additional Headquarters' tribal shares and to increases associated with Pay Act, mandatories, and other increases resulting from increases in appropriations. For the reasons noted regarding the amounts that make up the funding under this Agreement and because the funds under the previous year's Funding Agreement have not been fully identified or reconciled as of the time this Funding Agreement is being executed, all amounts to be paid in the fiscal year for this Funding Agreement are estimates and are subject to amendment to reflect the full amount due for this fiscal year.

These amounts are subject to additions for Medicare and Medicaid. 25 U.S.C. § 458aaa-7(j). Other reimbursements will be added as received by the IHS and new funds received during the term of this Funding Agreement, including amounts that have historically been distributed as non-recurring funds under Title I of the Act. Any amounts remaining unspent under previous Funding Agreements, after adjustment and reconciliation of any withheld amounts as of the last day of the previous fiscal year, shall be included in this Funding Agreement pursuant to the terms of 25 U.S.C. § 458aaa-7(I).

The parties agree that 25 U.S.C. § 458aaa-4(b)(2) provides, among other things, that grants with respect to which American Indian/Alaska Native tribes or American Indians/Alaska Natives are primary or significant beneficiaries, which are administered by the Department of Health and Human Services through the IHS may be added to Little River Band's Funding Agreement after award of such grants. Grant funds will be paid to Little River Band as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. In accordance with 25 U.S.C. § 458aaa-4(b)(2) and its implementing regulations, the Secretary will add Little River Band's FY 2005 diabetes grant to this Funding Agreement after the grant has been awarded. Little River Band will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. Little River Band will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.2 Contract Support Costs

4.2.1 Calculation. The Little River Band's contract support cost need associated with ongoing PSFAs, and new PSFAs associated with assumption of additional tribal shares, will be determined in accordance with 25 U.S.C. §§ 458aaa-7(c), 458aaa-18(b) and 450j-1(a), the IHS Contract Support Costs Policy (IHM 6-3, or its successor), and any statutory restrictions imposed by Congress. The amounts identified pursuant to this paragraph will be adjusted in accordance with 25 U.S.C. §§ 458aaa-7(c), 458aaa-18(b) and 450j-1(a) and the IHS Contract Support Costs Policy (IHM 6-3, or its successor), as a result of changes in program bases, the Nation's Indirect Cost Rate, pass-through and negotiated direct contract support costs.

4.2.2 Payment. In accordance with these authorities and available appropriations for contract support costs, the parties agree that under this Funding Agreement, the Little River Band will receive the direct and indirect contract support cost funds in the amounts set forth in Appendix C, Self-Governance FA Table #1, subject to 25 U.S.C. §§ 450j-1(b)(2) and 458aaa-7(d)(1)(C)(ii). These amounts were determined using the FY 2008 IHS contract support costs appropriation and the Little River Band's direct cost base and the negotiated amount of indirect funds, and will be adjusted as set forth in 25 U.S.C. §§ 458aaa-7(c), 458aaa-18(b) and 450j-1(a), the IHS Contract Support Costs Policy (IHM 6-3, or its successor), and as a result of changes in program bases, Tribal contract support costs need, and available contract support costs appropriations. Any adjustments to these amounts, including adjustments for contract support costs associated with assumption of additional tribal shares, will be reflected in future modifications to this Funding Agreement.

The parties agree that payment of contract support cost funds shall be subject to the availability of appropriations, and that such funds shall not be paid in the absence of available appropriations.

4.2.3 Availability of Funds for New or Expanded PSFAs. IHS has informed Little River Band that it does not anticipate that funds will be available in FY 2009 to pay the Little River Band any contract support cost funds associated with assumption of additional tribal shares, although the final structure and content of the FY 2009 appropriation is not known at the time this Funding Agreement is being executed. The Little River Band has informed IHS that it still wishes to contract for the new or expanded PSFAs associated with the additional tribal shares, even if appropriations may not be available to pay Little River Band's contract support costs, in whole or in part. Although Little River Band will go forward with contracting for the operation of the additional tribal shares, Little River Band anticipates strategic reductions in operations to cover any resulting contract support costs shortfall. Based upon this understanding, the IHS agrees to transfer the "new and/or expanded PSFA" identified herein to the Band.

4.3 Base Budgets.

4.3.1 Categories and Base Year. The IHS and Little River Band have agreed that the following categories of funding are subject to base budgeting for the base year period, as noted below:

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts	not elected	
Area Tribal Share	not elected	

4.3.2 Adjustments.

4.3.2.1 Due to Congressional Actions. The parties to this Funding Agreement recognize that the total amount of funding in this Funding Agreement is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to Little River Band in this Funding Agreement shall be adjusted as necessary, after Little River Band has been notified of such pending action and subject to any rights that Little River Band may have under this Funding Agreement, the Compact, or the law.

4.3.2.2 Other Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under subsection 4.3.2.1 [Adjustments, Due to Congressional Actions]. Adjustments shall also be permitted if Little River Band adds or retrocedes PSFA, as provided in Section 10.3 [amendment, due to addition of new programs],² and if Little River Band chooses to leave funds previously assumed by it with IHS as “retained” funds or to take previously IHS “retained” funds. Little River Band also shall be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other Bemidji Area tribes. Adjustments for changes required should a tribe authorize Little River Band to carry out activities for it will also be made. Little River Band shall also remain eligible for the distribution of additional tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFA from Headquarters. Shares of the Management Initiatives, and Director’s Emergency Fund line items will be based on the Tribal Size Adjustment (TSA) formula for any balance in the fund at each fiscal year.

Section 5 -- Method of Payment.

5.1 Payment Schedule.

5.1.1. Generally. Payment shall be made as expeditiously as possible and shall include financial arrangements to cover funding during periods under continuing resolutions to the extent permitted by such resolutions. For each fiscal year covered by the Compact, the Secretary shall make available the funds specified for that fiscal year under the Funding Agreements by paying the respective total amount as provided for in the Funding Agreement in advance lump sum, as permitted by law, or such other payments as provided in the schedule set forth in the Funding Agreement. The first payment shall be made within ten (10) business days of January 1 (February 1 in 2009) or within ten (10) business days after the date on which the Office of Management and Budget (hereinafter “OMB”) apportions the appropriations for that fiscal year for the PFSAs subject to the Compact should apportionment occur on or after January 1 of the fiscal year (February 1 in 2009), whichever is later. The Prompt Payment Act, Chapter

²/This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

39 of Title 31, United States Code, shall apply to the payment of funds due under this Compact and the Funding Agreement negotiated thereunder.

5.1.2 Exceptions. Except as provided in subsections 5.2 [Buyback/Withhold], and 5.3 [Periodic Payments], all funds identified in Section 4 [Amounts Available in the Fiscal Year] of this Funding Agreement shall be paid to Little River Band, in accordance with Section 2.3.1 of the Compact [Payment Schedule]; payment to Little River Band to be made as follows:

One annual payment in lump sum to be made as provided in subsection 5.1.1 and paid by check or wire transfer.

5.2 Buyback/Withhold. Little River Band may carry out its responsibility to provide certain PSFAs included in this Funding Agreement according to the terms of Section 5.17 of the Compact [Reimbursement to the IHS], as permitted by law.

5.3 Periodic Payments. Payment of funds otherwise due to Little River Band under this Funding Agreement, which are added or identified after the initial payment is made, shall be made promptly to Little River Band by check or wire transfer.

Section 6 — Records.

6.1 Incorporation of the Privacy Act. Pursuant to 25 U.S.C. § 458aaa-5(d)(1), records of Little River Band shall not be considered Federal records for purposes of chapter 5 of title 5 of the United States Code, except that:

6.1.1. Records Disclosure. Patient records, financial records and personnel records may be disclosed only in accordance with 5 U.S.C. § 552a(b); and

6.1.2. Records Storage. Pursuant to 25 U.S.C. § 450j(o) and 42 C.F.R. § 137.178, the patient records generated by Little River Band may be stored, at the option of Little River Band, at Federal Records Centers to the same extent and in the same manner as other HHS patient records.

6.2 Confidentiality Standards. Little River Band will maintain confidentiality in accordance with policies and procedures approved by the Tribal Health Commission, which will comply with HIPAA and be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

6.3 Record Keeping System. Little River Band shall maintain a record keeping system pursuant to the requirements of 25 U.S.C. § 458aaa-5(d)(2) and 42 C.F.R. §§ 137.175 and 137.177.

Section 7 — Title I Provisions Applicable to This Funding Agreement. As authorized by 25 U.S.C. § 458aaa-15(b), Little River Band exercises its option to include the following provisions of Title I of the Act as part of this Funding Agreement, and these provisions shall have the force and effect as if they were set out fully in Title V of the Act.

- 25 U.S.C. § 450b(e) (definition of “Indian Tribe”);
- 25 U.S.C. § 450h(b) (related to grants for health facility construction and planning, training and evaluation);
- 25 U.S.C. § 450h(d) (related to duty of IHS to provide technical assistance);
- 25 U.S.C. § 450j(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
- 25 U.S.C. § 450j(o) (storage of patient records);
- 25 U.S.C. § 450l(c), section 1(b)(8)(A) (access to reasonably divisible property);
- 25 U.S.C. § 450l(c), section 1(b)(8)(C) (joint use agreements);
- 25 U.S.C. § 450l(c), section 1(b)(8)(D) (acquisition of property);
- 25 U.S.C. § 450l(c), section 1(b)(8)(E) (confiscated or excess property);
- 25 U.S.C. § 450l(c), section 1(b)(8)(F) (screener identification);
- 25 U.S.C. § 450l(c), section 1(b)(9) (availability of funds);
- 25 U.S.C. § 450l(c), section 1(d)(1)(B) (construction of contract);
- 25 U.S.C. § 450l(c), section 1(d)(2) (good faith);
- 25 U.S.C. § 450l(c), section 1(d)(3) (programs retained);
- 25 U.S.C. § 450l(c), section 1(f)(2)(B) (incorporation by reference); and
- 25 U.S.C. § 450m-1 (judicial and administrative remedies).

Section 8 – Program Rules. Except as specifically set forth in this section and section 4.2, pursuant to 25 U.S.C. § 458aaa-16(e), Little River Band does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of 25 U.S.C. § 450j and the regulations promulgated under 25 U.S.C. § 458aaa-16 (*see* 42 C.F.R. Part 137), unless otherwise waived, pursuant to 25 U.S.C. § 458aaa-11(b). *See* 42 C.F.R. Part 137 Subpart J.

Section 9 – Consolidation of Contracts and Previous Funding Agreements. The contracts listed below and all previous Funding Agreements shall be amended or terminated, as appropriate, to transfer applicable contract funds into this Funding Agreement for all PSFAs included within this Funding Agreement.

Title I, P.L. 93-638 Contract Number: HHSI 239200600008C
(239-06-0008)

///
///
///

Section 10 – Amendment or Modification of this Funding Agreement.

10.1 Form of Amendments. Except as otherwise provided by this Funding Agreement, the Compact, or by law, any modifications of this Funding Agreement shall be in the form of a written amendment executed by Little River Band and the United States.

10.2 Services from IHS. Pursuant to the terms of 25 U.S.C. § 458aaa-7(f) and 42 C.F.R. § 137.95, Little River Band may determine that it wishes the IHS to provide PSFA included in this Funding Agreement for which funding has been identified but not provided, the parties shall negotiate an amendment to the Funding Agreement to reflect the transfer of responsibilities from Little River Band back to the IHS. The pro-rata share of funding for that PSFA shall be retained by the IHS.

10.3 Due to Addition of New Programs. Should Little River Band determine that it wishes to provide a PSFA of the IHS not included in this Funding Agreement, Little River Band shall submit a proposal to the IHS to provide such PSFA. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, Little River Band may submit a final offer in accordance with the procedures set forth in 25 U.S.C. § 458aaa-6(b)-(d).

10.4 Due to Availability of Additional Funding. Little River Band shall be eligible for any increases in funding and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Compact and this Funding Agreement, and this Funding Agreement shall be amended to provide for timely payment of such new funds to Little River Band.

10.5 Procedures for Amending or Modifying this Funding Agreement.

10.5.1 Submission and Final Offer. Amendments or modification proposed by Little River Band shall be submitted in writing to the IHS, Office of Tribal Self-Governance, with a copy to the Bemidji Area Office Director. If the parties are unable to agree, in whole or in part, on the terms of the amendment (including funding levels), Little River Band may submit a final offer pursuant to 25 U.S.C. § 458-6(b), which shall be processed in accordance with 25 U.S.C. § 458aaa-6(b)-(d)) and 42 C.F.R. Part 137 Subpart H.

10.5.2 Execution. Amendments to this Funding Agreement may be executed on behalf of Little River Band by Little River Band's Tribal Ogema. Funding modifications may be executed on behalf of Little River Band by Little River Band's Tribal Ogema.

///
///
///

10.6 Funding Increases.

10.6.1 Written consent of Little River Band shall only be required for issuing amendments for those funds which:

10.6.1.1 require a change to Section 3 – Tribal Programs and Budget; or

10.6.1.2 reduce funding other than changes in Congressional appropriations pursuant to Section 4.3.2.1 [Adjustments, Due to Congressional Actions].

10.6.2 Amendments to add funds to this Funding Agreement that do not require written consent may include, but are not limited to:

10.6.2.1 Program/Area/HQ Mandatories;

10.6.2.2 Program/Area/HQ End-of-Year Distributions;

10.6.2.3 CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, Little River Band will return the unused amount to the IHS CHEF account;

10.6.2.4 CHS Deferred Services;

10.6.2.5 Routine Maintenance & Improvement, Routine Equipment Replacement and Office of Environmental Health and Engineering program increases; or.

10.6.2.6 Collections and reimbursements.

10.6.3 Amendments reflecting payment of these funds shall be provided to Little River Band after any such funds are added to the Funding Agreement. Little River Band retains the right to reject the addition of such funds to the Funding Agreement and return the funds to the IHS.

Section 11 — Third Party Recoveries. Any funds recovered by Little River Band through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by Little River Band, shall be the property of Little River Band and shall be considered program income to be utilized by Little River Band as provided in Section 3.7 of the Compact [Program Income, including Medicare/Medicaid]. Any prospective recovery of funds under other applicable law for such services shall likewise be considered program income to be utilized pursuant to Section 3.7 of the Compact.

Section 12 — Memorializing Disputes. The parties to this Funding Agreement may have failed to reach agreement on certain matters that remain unresolved and in dispute. Such matters may be addressed through the process set forth in 25 U.S.C. § 458aaa-6(b)-(d), or at Little River Band's option, may be set forth in an attachment to this Funding Agreement, which shall be identified as "Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this Funding Agreement, but is attached for the purpose of recording matters in dispute for future reference, discussion and resolution as appropriate. Little River Band does

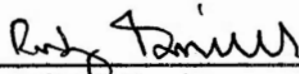

not waive any remedy Little River Band may have under the law with regard to these issues and any others not listed herein.

Section 13 — Severability. This Funding Agreement shall not be considered invalid, void or voidable if any section or provision of this Funding Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful or unenforceable sections or provision, in accordance with the provisions of the Compact.

Section 14 — Effective Date and Duration. This Funding Agreement became effective on February 1, 2009, and will remain in effect through December 31, 2011, or until a subsequent agreement is negotiated and becomes effective pursuant to Section 2.10 of the Compact [Subsequent Funding Agreements].

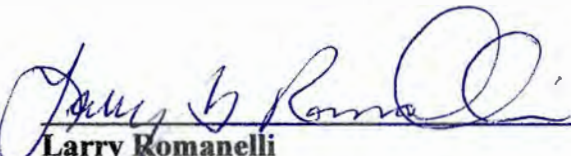
///
///
///

**United States of America
Secretary of Health and Human Services**

By: 
 **Robert G. McSwain**
Director, Indian Health Service

Date: 2/12/09

Little River Band of Ottawa Indians

By: 
Larry Romanelli
Tribal Ogema

Date: 1-27-09

SELF-GOVERNANCE FA TABLE #1

February 1, 2009 thru December 31, 2009

Tribe: Little River Band

CY: 2009

FA#:67G090096

SUB-SUB ACTIVITY	PROGRAM			AREA			HEADQUARTERS			TOTALS		
	FA Amount	Retained Services	Pgm Total Amount to Be Rec'd	FA Amount	Retained Services	Area Total Amount to Be Rec'd	FA Amount	Retained Services	HQ Total Amount to Be Rec'd	FA Amount	Retained Services	AFA Total Amount to Be Rec'd
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
(1) Hospitals & Clinics	597,496	(54,244)	543,252	42,640	(12,757)	29,883	22,780	(17,730)	5,050	662,916	(84,731)	578,185
(2) Dental	11,946	(996)	10,950	0	0	0	142	0	142	12,088	(996)	11,092
(3) Mental Health	3,731	(311)	3,420	0	0	0	531	0	531	4,262	(311)	3,951
(4) Alcohol & Subst Abuse	53,694	(4,475)	49,219	2,010	(168)	1,842	660	0	660	56,364	(4,643)	51,721
(5) Reimbursements	0	0	0	0	0	0	0	0	0	0	0	0
(6) Public Health Nursing	14,459	(1,205)	13,254	0	0	0	402	0	402	14,861	(1,205)	13,656
(7) Health Education	990	(83)	907	0	0	0	485	0	485	1,475	(83)	1,392
(8) Community Health Reps.	34,901	(2,908)	31,993	0	0	0	1,012	0	1,012	35,913	(2,908)	33,005
(9) Immunization AK	0	0	0	0	0	0	0	0	0	0	0	0
(10) Direct Operations	0	0	0	0	0	0	2,620	(1,735)	885	2,620	(1,735)	885
(11) Contr Supp Costs-Direct	17,201	(1,433)	15,768	0	0	0	0	0	0	17,201	(1,433)	15,768
(12) Contr Supp Costs-Indirect	169,760	(14,146)	155,614	0	0	0	0	0	0	169,760	(14,146)	155,614
(13) Self-Governance	0	0	0	0	0	0	37,340	(7,699)	29,641	37,340	(7,699)	29,641
(14) Other, Services (Annual)	0	0	0	0	0	0	0	0	0	0	0	0
(15) Total, Services	904,178	(79,801)	824,377	44,650	(12,925)	31,725	65,972	(27,164)	38,808	1,014,800	(119,890)	894,910
(16) Contract Health Services	582,453	(48,538)	533,915	0	0	0	961	0	961	583,414	(48,538)	534,876
(17) Environ Hlth Support	1,000	(1,000)	0	25,288	(25,288)	0	0	0	0	26,288	(26,288)	0
(18) Facilities Support	0	0	0	3,155	(3,155)	0	0	0	0	3,155	(3,155)	0
(19) OEHE Support	0	0	0	0	0	0	1,064	(1,064)	0	1,064	(1,064)	0
(20) Maint & Improvement	0	0	0	15,823	0	15,823	0	0	0	15,823	0	15,823
(21) Sanit Facilities - Housing	0	0	0	0	0	0	0	0	0	0	0	0
(22) Sanit Facilities - Regular	0	0	0	0	0	0	0	0	0	0	0	0
(23) Equipment	0	0	0	4,145	0	4,145	0	0	0	4,145	0	4,145
(24) Total, Indian Hlth Facil	1,000	(1,000)	0	48,411	(28,443)	19,968	1,064	(1,064)	0	50,475	(30,507)	19,968
(25) GRAND TOTAL, FA	1,487,631	(129,339) 1	1,358,292	93,061	(41,368)	51,693	67,997	(28,228)	39,769	1,648,689	(198,935)	1,449,754

1. \$124,039 paid to Tribe under PL93-639 Title I Contract.

Dawn Branchaud
1/26/2009

TRIBE: LITTLE RIVER 02/01/08 12/31/09

DATE: 1/6/2009 0:00

BEMIDJI AREA - Negotiation Sheet

2009 AFA DETAIL BY ACCOUNT

Prepared by vmossor

Based on 2008 Appropriations

11 months

A	B	C	D	E	F	G	H	I
Item Numbers From Tables	AFA SHARES BY AREA ACCOUNT	Sub-Sub	2008 BAO Total Starting Base	2009 Initial Shares	2008 Mandatory Increases	2009 Shares Eligible	2009 Retained Amount	2009 Negotiated Amount
	Health Services Account							
301	Area Director	H/C	475,960	7,580		7,580	632	6,948
302	Program Planning	H/C	100,700	1,600		1,600	1,600	0
303	OSD	H/C	270,560	4,310		4,310	359	3,951
304	CMO/OCS Support	H/C	217,160	3,460		3,460	288	3,172
305	Behavioral Health	ASA	126,270	2,010		2,010	168	1,842
306	Recruitment	H/C	102,900			1,640	1,640	0
307	Non-Contractable	H/C				6,100	508	5,592
309	Contract Health Service	H/C	17,890	280		280	23	257
310	Executive Officer & Support	H/C	48,580	770		770	64	706
311	Budget	H/C	261,930	4,160		4,160	347	3,813
312	Contracting	H/C	284,430	4,530		4,530	378	4,152
313	Office Services	H/C	88,460	1,410		1,410	118	1,292
314	MIS	H/C	427,080	6,800		6,800	6,800	0
	TOTAL HEALTH SERVICES ACCOUNT		2,421,920	36,910		44,650	12,925	31,725
	AREA OEHE*							
319	Facility Support		192,882	1,869		1,869	1,869	0
320	Environmental Health Support		297,136	2,161		2,161	2,161	0
321	Engineering Services		130,000	1,286		1,286	1,286	0
322	SFC Area		167,635	1,968		1,968	1,968	0
	TOTAL AREA OEHE		787,653	7,284		7,284	7,284	0
	AREA MANAGED*							
	Alcohol Reg. Trtmt. Ctrs.					0		0
326A	OEH Sanitarian (Field)		713,127	5,723		5,723	5,723	0
326B	OEH Sanitarian (District)		178,282	1,296		1,296	1,296	0
327	SFC Field OEH Engineer		1,947,871	14,140		14,140	14,140	0
328	M&I		2,196,322	15,823		15,823	0	15,823
328A	Equipment		996,645	4,145		4,145	0	4,145
	TOTAL AREA MANAGED		6,032,247	41,127		41,127	21,159	19,968
	TRIBES OPERATING UNIT		2008 Starting	2008 Initial	2008	2009	2009	2009
	BASE FUNDING		Base	Base	Increases	Eligible	Withheld	Negotiated
	Hospitals & Clinics ^{2/3}	H/C	69,911,202	547,970	44,666	592,636	54,244	538,392
	Dental	DEN	3,595,907	9,340	2,606	11,946	996	10,950
	Mental Health	M/H	1,953,171	2,616	1,115	3,731	311	3,420
	Alcohol/Substance Abuse	ASA	8,748,733	47,520	6,174	53,694	4,475	49,219
	Public Health Nursing	PHN	1,869,382	13,120	1,339	14,459	1,205	13,254
	Health Education	HE	531,828	675	315	990	83	907
	Community Health Reps.	CHR	4,360,298	34,980	(79)	34,901	2,908	31,993
	Contract Health Service	CHS	36,093,969	559,340	23,113	582,453	48,538	533,915
	Direct Contract Support Costs	DCSC	3,190,846	17,201		17,201	1,433	15,768
	Indirect Contract Support Costs ^{1/}	IDCSC	9,446,182	169,760		169,760	14,146	155,614
341	Environmental Health	OEH	33,000	1,000		1,000	1,000	0
	TRIBE BASE TOTAL		139,734,498	1,403,522	79,249	1,482,771	129,339	1,353,432
	TOTAL BEMIDJI AREA		148,976,318	1,488,843	79,249	1,575,832	170,707	1,405,125
	Aberdeen Area		#REF!	4,860		4,860		4,860
	Technical Assistance						Withheld	
	Supports Clinical Applications Coordinator (CAC)					CAC	2,800	
	Supports Business Office Coordinator (BOC)					BOC	2,500	
	Total Technical Assistance					0	5,300	
	GRAND TOTAL			\$1,493,703	\$79,249	\$1,580,692	\$170,707	\$1,409,985

1/ Indirect Contract Support Costs (IDC) are nonrecurring, must be justified annually, and can only be used for IDC.

* OEHE funds are based on workload and change each year

2/ Withhold for CAC (\$2,800) + BOC (\$2,500) = \$5,300

H/C includes \$11,300 08 IHCIF.

3/ \$124,039 paid to Tribe in contract.

Reviewed by Finance: *drto* Date: *1/31/09*

Table 4

Little River Band CY 09 Funding Agreement - HQ Tribal Shares = DRAFT -

Sub-Sub	Line Code	FY 09 Table 4 106(a)(1) Year 3 (a)	Expended by IHS for Services 10/1/08-1/31/09 4 months (b)	Available 2/1-9/30/09 8 months (c)	Retained 2/1-9/30/09 8 months (d)	Amount to Tribe 2/1-9/30/09 8 months (e) [(c)+(d)]	To Tribe 1/1-9/30/09 Charged to Program (Year 1 X .66) (f)	To Tribe 4/1-9/30/09 Charged to Self-Gov (g) [(e)-(f)]	Conversion to Calendar Year 10/1-12/31/09			Summary		
									106(a)(1) (h)	Retained Charged To Self-Gov (i)	To Tribe Charged To Self-Gov (j) [(h)-(i)]	Available 2/1-12/31/09 (k) [(c)+(h)]	Retained 2/1-12/31/09 (l) [(d)+(i)]	To Tribe 2/1-12/31/09 (m) [(e)+(j)]
H&C		\$ 45,433	\$ (15,145)	\$ 30,288	\$ (17,730)	\$ 12,558	\$ 5,050	\$ 7,509	\$ 11,363	\$ (6,649)	\$ 4,714	\$ 41,651	\$ (24,379)	\$ 17,272
ACOG Contract	106	\$ 95	\$ (32)	\$ 63	\$ -	\$ 63	\$ 42	\$ 21	\$ 24	\$ -	\$ 24	\$ 87	\$ -	\$ 87
HP/DP	107	\$ 1,526	\$ (509)	\$ 1,017	\$ -	\$ 1,017	\$ 678	\$ 339	\$ 382	\$ -	\$ 382	\$ 1,399	\$ -	\$ 1,399
NECI	110	\$ 1,072	\$ (357)	\$ 715	\$ -	\$ 715	\$ 167	\$ 548	\$ 268	\$ -	\$ 268	\$ 983	\$ -	\$ 983
Nurse Initiatives	111	\$ 1,290	\$ (430)	\$ 860	\$ -	\$ 860	\$ 573	\$ 287	\$ 323	\$ -	\$ 323	\$ 1,183	\$ -	\$ 1,183
Nursing Costeps	112	\$ 601	\$ (200)	\$ 401	\$ -	\$ 401	\$ 145	\$ 256	\$ 150	\$ -	\$ 150	\$ 551	\$ -	\$ 551
Chief Clinical consul	113	\$ 269	\$ (90)	\$ 179	\$ -	\$ 179	\$ 119	\$ 60	\$ 67	\$ -	\$ 67	\$ 246	\$ -	\$ 246
EMS	115	\$ 691	\$ (230)	\$ 461	\$ -	\$ 461	\$ 193	\$ 268	\$ 173	\$ -	\$ 173	\$ 634	\$ -	\$ 634
Trad. Advoc	117	\$ 98	\$ (33)	\$ 65	\$ -	\$ 65	\$ 43	\$ 23	\$ 25	\$ -	\$ 25	\$ 90	\$ -	\$ 90
Research Prj	118	\$ 1,229	\$ (410)	\$ 819	\$ -	\$ 819	\$ 546	\$ 273	\$ 307	\$ -	\$ 307	\$ 1,126	\$ -	\$ 1,126
AAIP	119	\$ 26	\$ (9)	\$ 17	\$ -	\$ 17	\$ 11	\$ 6	\$ 7	\$ -	\$ 7	\$ 24	\$ -	\$ 24
CSC Phx	120	\$ 1,499	\$ (500)	\$ 999	\$ -	\$ 999	\$ 167	\$ 832	\$ 375	\$ -	\$ 375	\$ 1,374	\$ -	\$ 1,374
Costeps	121	\$ 75	\$ (25)	\$ 50	\$ -	\$ 50	\$ 33	\$ 17	\$ 19	\$ -	\$ 19	\$ 69	\$ -	\$ 69
Phy Residency	123	\$ 268	\$ (89)	\$ 179	\$ -	\$ 179	\$ 47	\$ 132	\$ 67	\$ -	\$ 67	\$ 246	\$ -	\$ 246
Recruitment	124	\$ 2,011	\$ (670)	\$ 1,341	\$ -	\$ 1,341	\$ 894	\$ 447	\$ 503	\$ -	\$ 503	\$ 1,844	\$ -	\$ 1,844
USUHS	125	\$ 2,946	\$ (982)	\$ 1,964	\$ -	\$ 1,964	\$ 511	\$ 1,453	\$ 737	\$ -	\$ 737	\$ 2,701	\$ -	\$ 2,701
DIR support	126	\$ 18,652	\$ (6,217)	\$ 12,435	\$ (12,435)	\$ -	\$ -	\$ -	\$ 4,663	\$ (4,663)	\$ -	\$ 17,098	\$ (17,098)	\$ -
Evaluation	127	\$ 1,030	\$ (343)	\$ 687	\$ -	\$ 687	\$ 458	\$ 229	\$ 258	\$ -	\$ 258	\$ 945	\$ -	\$ 945
NIHB	128	\$ 443	\$ (148)	\$ 295	\$ -	\$ 295	\$ 197	\$ 98	\$ 111	\$ -	\$ 111	\$ 406	\$ -	\$ 406
Albq HQ Admin	129	\$ 685	\$ (228)	\$ 457	\$ -	\$ 457	\$ -	\$ 457	\$ 171	\$ -	\$ 171	\$ 628	\$ -	\$ 628
Nutrition Trng	130	\$ 362	\$ (121)	\$ 241	\$ -	\$ 241	\$ -	\$ 241	\$ 91	\$ -	\$ 91	\$ 332	\$ -	\$ 332
Diabetes	131	\$ 1,282	\$ (427)	\$ 855	\$ -	\$ 855	\$ 148	\$ 707	\$ 321	\$ -	\$ 321	\$ 1,176	\$ -	\$ 1,176
Cancer prevention	132	\$ 719	\$ (240)	\$ 479	\$ -	\$ 479	\$ -	\$ 479	\$ 180	\$ -	\$ 180	\$ 659	\$ -	\$ 659
Health records	133	\$ 104	\$ (35)	\$ 69	\$ -	\$ 69	\$ -	\$ 69	\$ 26	\$ -	\$ 26	\$ 95	\$ -	\$ 95
AIDS	134	\$ 165	\$ (55)	\$ 110	\$ -	\$ 110	\$ 47	\$ 63	\$ 41	\$ -	\$ 41	\$ 151	\$ -	\$ 151
Handicapped childre	135	\$ 353	\$ (118)	\$ 235	\$ -	\$ 235	\$ 31	\$ 204	\$ 88	\$ -	\$ 88	\$ 323	\$ -	\$ 323
Nat DIR support	137	\$ 7,942	\$ (2,647)	\$ 5,295	\$ (5,295)	\$ -	\$ -	\$ -	\$ 1,986	\$ (1,986)	\$ -	\$ 7,281	\$ (7,281)	\$ -
Dental	201	\$ 566	\$ (189)	\$ 377	\$ -	\$ 377	\$ 142	\$ 235	\$ 142	\$ -	\$ 142	\$ 519	\$ -	\$ 519
Mental Health		\$ 2,096	\$ (698)	\$ 1,398	\$ -	\$ 1,398	\$ 531	\$ 867	\$ 524	\$ -	\$ 524	\$ 1,922	\$ -	\$ 1,922
TA	301	\$ 1,389	\$ (463)	\$ 926	\$ -	\$ 926	\$ 216	\$ 710	\$ 347	\$ -	\$ 347	\$ 1,273	\$ -	\$ 1,273
CMI grant	302	\$ 604	\$ (201)	\$ 403	\$ -	\$ 403	\$ 269	\$ 134	\$ 151	\$ -	\$ 151	\$ 554	\$ -	\$ 554
Nat Conference	303	\$ 103	\$ (34)	\$ 69	\$ -	\$ 69	\$ 46	\$ 23	\$ 26	\$ -	\$ 26	\$ 95	\$ -	\$ 95
Alcohol		\$ 2,172	\$ (724)	\$ 1,448	\$ -	\$ 1,448	\$ 660	\$ 788	\$ 544	\$ -	\$ 544	\$ 1,992	\$ -	\$ 1,992
Clinical Advoc	401	\$ 870	\$ (290)	\$ 580	\$ -	\$ 580	\$ 81	\$ 499	\$ 218	\$ -	\$ 218	\$ 798	\$ -	\$ 798
Collaborative Init	402	\$ 1,302	\$ (434)	\$ 868	\$ -	\$ 868	\$ 579	\$ 289	\$ 326	\$ -	\$ 326	\$ 1,194	\$ -	\$ 1,194
Contract Health		\$ 2,162	\$ (721)	\$ 1,441	\$ -	\$ 1,441	\$ 961	\$ 480	\$ 541	\$ -	\$ 541	\$ 1,982	\$ -	\$ 1,982
PHN	601	\$ 905	\$ (302)	\$ 603	\$ -	\$ 603	\$ 402	\$ 201	\$ 226	\$ -	\$ 226	\$ 829	\$ -	\$ 829
Health Educ	701	\$ 1,092	\$ (364)	\$ 728	\$ -	\$ 728	\$ 485	\$ 243	\$ 273	\$ -	\$ 273	\$ 1,001	\$ -	\$ 1,001
CHR	801	\$ 2,277	\$ (759)	\$ 1,518	\$ -	\$ 1,518	\$ 1,012	\$ 506	\$ 569	\$ -	\$ 569	\$ 2,087	\$ -	\$ 2,087
Direct Ops	1301	\$ 15,872	\$ (5,290)	\$ 10,582	\$ (1,735)	\$ 8,847	\$ 885	\$ 7,962	\$ 3,968	\$ (651)	\$ 3,317	\$ 14,550	\$ (2,386)	\$ 12,164
Total, TSA		\$ 72,575	\$ (24,192)	\$ 48,383	\$ (19,465)	\$ 28,918	\$ 10,128	\$ 18,791	\$ 18,150	\$ (7,300)	\$ 10,850	\$ 66,533	\$ (26,765)	\$ 39,768
OEHE Support	24xx	\$ 1,596	\$ (532)	\$ 1,064	\$ (1,064)	\$ -	\$ -	\$ -	\$ 399	\$ (399)	\$ -	\$ 1,463	\$ (1,463)	\$ -
SFC Support	2401	\$ 865	\$ (288)	\$ 577	\$ (577)	\$ -	\$ -	\$ -	\$ 216	\$ (216)	\$ -	\$ 793	\$ (793)	\$ -
EHS Support	2402	\$ 547	\$ (182)	\$ 365	\$ (365)	\$ -	\$ -	\$ -	\$ 137	\$ (137)	\$ -	\$ 502	\$ (502)	\$ -
Fac & Realty Supp	2403	\$ 53	\$ (18)	\$ 35	\$ (35)	\$ -	\$ -	\$ -	\$ 13	\$ (13)	\$ -	\$ 48	\$ (48)	\$ -
Eng Svs Supp	2405	\$ 131	\$ (44)	\$ 87	\$ (87)	\$ -	\$ -	\$ -	\$ 33	\$ (33)	\$ -	\$ 120	\$ (120)	\$ -
Total, HQ Shares		\$ 74,171	\$ (24,724)	\$ 49,447	\$ (20,529)	\$ 28,918	\$ 10,128	\$ 18,791	\$ 18,549	\$ (7,699)	\$ 10,850	\$ 67,996	\$ (28,228)	\$ 39,768

106(a)(1) - Retained = Amt to Tribe; Amt to Tribe X liquidity factor = Amt Charged to Program

Liquidity Factor for Direct Ops 15%

Prepared by OTSG/KQ;

IHS Lead Negotiator:

SUPPORT PACKAGE SELECTION
Identifies Total DIR Shares Available for selected Tribe

Tribal Lead Negotiator:

Name/Site:

TITLE I or V

(DIR worksheet # 3)

Little River Band

	NATIONAL DATABASE SERVICES	TELECOMM. MANAGEMENT SERVICES	SOFTWARE DEVELOPMENT & MAINTENANCE SERVICES	SYSTEM SUPPORT & TRAINING SERVICES	DIR/ITSC RETAINED SHARES
<u>SUPPORT PACKAGE # 1</u>	PREMIER	PREMIER	PREMIER	PREMIER	
Tribal Shares Available	\$4,363 100%	\$9,512 100%	\$10,950 100%	\$4,371 100%	
RE-ENTER Select Share(s)	\$4,363	\$9,512	\$10,950	\$4,372	\$29,197
<u>SUPPORT PACKAGE # 2</u>	REGULAR	REGULAR	REGULAR	REGULAR	
Tribal Shares Available	\$3,490 80.0%	\$7,229 76.0%	\$4,380 40.0%	\$1,093 25.0%	
RE-ENTER Select Share(s)	\$0	\$0	\$0	\$0	\$0
<u>SUPPORT PACKAGE # 3</u>	ECONOMY	ECONOMY	ECONOMY		
Tribal Shares Available	\$2,443 56.0%	\$3,900 41.0%	\$2,300 21.0%		
RE-ENTER Select Share(s)	\$0	\$0	\$0		\$0
<u>100%</u> -----> TOTAL RETAINED					\$29,197
OVERVIEW OF SERVICE LEVELS					TOTAL AVAILABLE
					\$29,197

Based on the above package selection, the Indian Health Service and Tribe have both acknowledged and accept the terms and responsibilities required for effective and efficient service delivery. Should there be a need to modify the level of support, this will be done by designated individuals/teams of each party.

Note: The above support packages are based on aggregate available FY2007 DIR Tribal Shares. It will be left to the discretion of the Lead Negotiator or Area Office Representative to break down the dollar amounts to more detail if required by customer.

DRAFT

Table 4F

DRAFT

Estimated Area and Headquarters Facilities Appropriation Funds for FY 2009 SD/SG Negotiations

Current Funds Manager: BE, LITTLE RIVER OTTAWA

Serv Type: T1

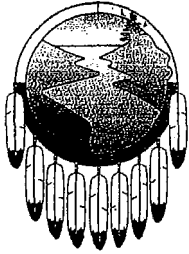
Possible SG Tribe or Org: Little River Ottawa (New)

For Fiscal Year: 2009

Tribes Se ved: Little River Ottawa (New)

Comments:

HQ Line #	Activity Description	AREA				HEADQUARTERS - Facilities Appropriation					
		FY2008 Actual	FY2009 Avail106a1	FY2009 Negotiated	Base Thru	Share Factor	FY2008 Actual	FY2009 Av 106a	FY2009 Calcul	FY2009 Negot	Base Thru
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
	Maintenance and Improvement (M&I)(2100)										
	1 Routine M&I IHS owned Facility	0	0	0							
	2 Routine M&I Tribally owned Facility	14,959	15,823	0							
	3 Project M&I IHS owned Facility	0	0	0							
	4 Project M&I Tribally owned Facility	3,157	0	0							
	a Subtotal Non-base (26)	18,116	15,823	0							
	b Subtotal base (26)	0	0	0							
2100	Total M&I (26)	18,116	15,823	0							
	5 M&I Environmental Remediation Projects										
2200	9 Sanitation Facilities (P.L. 86-121 Projs) (00)	Available through amendment process									
2300	10 Health Care Facilities (NEW) (00)										
	Facilities and Environ Health Support (2400)										
	Environ Health Support Account (EHSA)										
	11 San Fac Constr (SFC) Support - Proj Related	28,363	14,140	0							
	12 AO SFC Program Mgmt - Proj Related	0	0	0							
	13 SFC Support - Non-project Related	2,495	1,968	0							
	14 AO SFC Program Management-Non-project Related	0	0	0							
	15 Other:	0	0	0							
	a Subtotal Non-Base (27)	0	16,108	0							
	b Subtotal Base (27)	0	0	0							
	c Subtotal HQ-OEHE Support -SFC Non-Base (29)					0.0537	0	865	0	0	
	d Subtotal HQ-OEHE Support -SFC Base (29)						0	0	0	0	
2401	Total HQ-OEHE Support - SFC Related (29)						0	865	0	0	
	16 Environ Health Services - Basic Program	6,489	5,723	0							
	17 Environ Health Services - Institutional Hlth	0	0	0							
	18 Environ Health Services - Injury Prevention	0	0	0							
	19 AO Environmental Health Services Support	3,886	3,457	0							
	20 Other: IPP Equalized Shares:	1,000	1,000	0							
	a Subtotal Non-Base (27)	11,375	10,180	0							
	b Subtotal Base (27)	0	0	0							
	c Subtotal HQ-OEHE Support EHS Non-Base (29)					0.0537	0	547	0	0	
	d Subtotal HQ-OEHE Support EHS Base (29)						0	0	0	0	0
2402	Total HQ-OEHE Support - EHS Related (29)						0	547	0	0	
	Facilities Support Account (FSA)										
	31 Service Unit Operations	0	0	0							
	32 Biomedical	0	0	0							
	33 AO FSA Support	1,884	1,869	0							
	34 AO Real Property Support	0	0	0							
	35 AO Biomedical Program	0	0	0							
	36 M&I Engineering Support	1,286	1,286	0							
	37 Other:	0	0	0							
	Total FSA (28)	3,170	3,155	0							
2403	HQ Facilities and Real Property Support										
	a Total HQ - OEHE Support - FSA Related (29)					0.0169	0	53	0	0	
	b HQ Real Property(based on net # of bldgs transferred to tribe) (29)		0	0		216.92	0	0	0	0	
2404	Facilities Planning and Construction Support										
2405	Engineering Services Support										
	a M&I Contracting Services (29)					0.0083	0	131	0	0	
	b New Health Care Facilities (29)										
2400	TOTAL Facilities and Environ Support (29)	14,545	29,443	0			0	1,596	0	0	
2500	Equipment Replacement (01)	4,145	4,145	0							
	SubTotal (Non-Base)	36,806	49,411	0			0	1,596	0	0	
	SubTotal (Base Budget Pilo	0	0	0			0	0	0	0	
d:ver:h	GRAND TOTAL	36,806	49,411	0			0	1,596	0	0	



Little River Band of Ottawa Indians
375 River Street
Manistee MI 49660

Resolution # 08-1001-327

Approval of the submission of intent to negotiate Tribal Self-Governance compact notice between the Little River Band and the Indian Health Service, U.S. Department of Health & Human Services under the Indian Self-Determination Education and Assistance Act for fiscal year 2009 and an Annual Funding Agreement for the period January 1, 2009 through December 31, 2009

WHEREAS, the status of the Gaá Čhíng Ziíbi Daáwaa Aníshinaábek (Little River Band of Ottawa Indians) as a sovereign and Treaty-making power is confirmed in numerous treaties, from agreements with the initial colonial powers on this land, to various treaties with the United States; and

WHEREAS, the Little River Band of Ottawa Indians (Tribe) is descended from, and is the political successor to, the Grand River Ottawa Bands, signatories of the 1836 Treaty of Washington (7 Stat. 491) with the United States, as reaffirmed by federal law in P.L. 103-324, enacted in 1994; and

WHEREAS, the Tribe adopted a new Constitution, pursuant to a vote of the membership on May 27, 1998, which Constitution became effective upon its approval by the Assistant Secretary-Indian Affairs on July 10, 1998; and

WHEREAS, the Tribe adopted amendments to the Constitution on April 26, 2004, which became effective upon approval by the Assistant Secretary-Indian Affairs on May 13, 2004; and

WHEREAS, the Tribal Council is authorized under Article IV, Section 7(a) to provide for the public health, peace, morals, education and general welfare of the Little River Band and its members; and

WHEREAS, the Little River Band of Ottawa Indians has Tribal members who are identified as in need of health services, and

WHEREAS, The Indian Health Service has funding available for tribes to assist in the provision of health services through Self-Determination Contracting under PL. 93-638 Indian Self-Determination and Education Assistance Act as amended, and

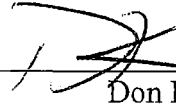
NOW THEREFORE BE IT RESOLVED that the Tribal Council of the Little River Band of Ottawa Indians by this resolution approves the submission of the notice of the intent to negotiate a self-governance compact for fiscal year 2009 and annual funding agreement proposal to the Indian Health Service, U.S. Department of Health & Human Services, as per PL 93-638 Indian Self Determination and Education Assistance Act as amended.

CERTIFICATE OF ADOPTION

I do hereby certify that the foregoing resolution was duly presented and adopted by the Tribal Council with 7 FOR, 2 AGAINST, 0 ABSTAINING, and 0 ABSENT, at a Regular Session of the Little River Band of Ottawa Indians Tribal Council held on October 1, 2008, at the Little River Band's Dome Room in Manistee, Michigan, with a quorum being present for such vote.



Kimberly Alexander, Council Recorder



Don Koon, Council Speaker

Attest:

Distribution: Council Records
Tribal Ogema
Tribal Court
Grants Department

COMPACT OF SELF-GOVERNANCE
BETWEEN
THE MILLE LACS BAND OF OJIBWE
{tc \11 "THE MILLE LACS BAND OF OJIBWE}
AND
THE UNITED STATES OF AMERICA
FOR INDIAN HEALTH SERVICE PROGRAMS

Article I - Authority and Purpose

Section I - Authority

This Compact of Self-Governance (hereinafter referred to as the "Compact") is entered into by the Secretary of Health and Human Services of the United States of America (hereinafter referred to as the "Secretary"), represented by the Director of the Indian Health Service (hereinafter referred to as the "Director"), pursuant to the authority of Title V of the Indian Self-Determination and Education Assistance Act (hereinafter referred to as the "Act"), 25 U.S.C. § 450-f et seq., P.L. 93-638, as amended, and P.L. 106-260, and by the Mille Lacs Band of Ojibwe (hereinafter referred to as the "Tribe") by the authority of the Constitution and By-laws of the Mille Lacs Band of Ojibwe, Article VI, Section 1c. The Director, by signing this Compact, commits the Secretary, to the extent and within the scope of the Secretary's delegation of authority, to enter into Compacts and Funding Agreements pursuant to Title V of the Act, or as otherwise authorized.

Section 2 - Purpose

{tc \13 "Section 2 - Purpose}

This Compact shall be liberally constructed to achieve the purposes of the Tribal Self-Governance program as set forth below:

- (a) The Compact is to carry out the Tribal Self-Governance program, which deals in the areas of health planning, funding, and program operations within the government-to-government relationship between the Tribe and the United States. Self-Governance encourages innovation in order to improve the government-to-government relationship and promote the autonomy of the Tribe as a government and health care provider.
- (b) This Compact is to enable the Tribe to plan, conduct, consolidate, redesign and administer programs, services, functions, and activities ("PSFAs") of the Indian Health Service ("IHS") under the terms set forth in the Compact; to reallocate funds for such PSFAs according to the priorities of the Tribe; to provide such reallocated funds for such PSFAs as determined by tribal priorities; to enhance the effectiveness and long-term financial stability of the Tribe; and to streamline or reduce the Federal Indian Health Service bureaucracy.

- (c) This Compact is to enable the United States to maintain and improve its unique and continuing relationship with and responsibility to the Tribe through the establishment of a program for tribal self-governance and permit an orderly transition away from federal domination of programs and services. This Compact and the associated Funding Agreement(s) shall transfer to the Tribe the responsibility for the PSFAs of the Indian Health Service included in the Funding Agreement to meet the health care needs of its members. In fulfilling its responsibilities under the Compact and consistent with the April 29, 1994, Memorandum from the President of the United States of America for the Heads of Executive Departments and Agencies, the Secretary will conduct all relations with the Tribe on a government-to-government basis.

Section 3 - Tribal Law and Forums

The duly enacted laws of the Tribe shall be applied in the performance of the Compact and the associated Funding Agreement and the powers and decisions of the Tribal forums shall be respected, to the extent that federal law, construed in accordance with the applicable canons of construction and Title V of the Act, is not inconsistent. This shall not be construed as a waiver of federal sovereign immunity, but shall govern disputes between tribal members, or other persons, and the Tribe regarding services delivery, personnel management or compliance with applicable tribal and Federal rules regarding Compact operations.

Article II - Terms, Provisions and Conditions

Section 1 - Term and Execution

The original Compact began on June 30, 1993. This revision shall take effect October 1, 2004 and shall remain in effect for so long as permitted by federal law or until terminated by mutual written agreement, retrocession, or reassumption.

Section 2 - Funding Amount

The Tribe shall receive its fair portion of the Bemidji Area Office of the IHS recurring base amount by sub-sub activity. Administrative shares shall also be distributed to the Tribe in like manner. Nothing in this Compact shall impair the Tribe's eligibility for new programs or dollars on the same basis as other tribes.

Section 3 - Payment

- (a) Payment Schedule. Payments shall be made as expeditiously as possible, in compliance with applicable law and regulations, and shall include financial arrangements to cover funding during periods under continuing resolutions to the extent permitted by such resolutions. For each year covered by the Compact, the Secretary shall make available the funds by paying the total amount specified in the Funding Agreement in a lump sum, as permitted by law, or such other payments as are provided in the schedule set forth in the Funding Agreement. The first payment shall be made on or before thirty calendar days after the date on which the Office of Management and Budget apportions the appropriations for that fiscal year for PSFAs transferred to the Tribe under the Funding Agreement.
- (b) Interest. The Tribe shall be allowed to retain interest earned on funds advanced pending disbursement as permitted by law. Interest earned on advances shall not diminish the amounts of funds the Tribe is authorized to receive under its Funding Agreement in the year earned or in any subsequent year.

Section 4 – Property

- (a) For government-furnished real and personal property made available to the Tribe to support the PSFAs designated in the Funding Agreement, the Tribe must take title to all real or personal property unless the Tribe requests that the United States retain the title. For government-furnished personal and real property made available to the Tribe, the Secretary, in consultation with the Tribe, must develop a list of the property used in performance of this Compact. The Tribe must indicate any items on the list of personal and real property to which the Tribe wants the Secretary to retain title. The Secretary must provide the Tribe with any documentation needed to transfer title to the remaining listed personal property to the Tribe. The Secretary must also take such steps as necessary to transfer title to the Tribe for those items of real property that the Tribe wants to acquire.
- (b) At the request of the Tribe, the Secretary shall acquire excess or surplus government personal or real property for donation to the Tribe if the Secretary determines the property is appropriate for use by the Tribe under this Compact.

Section 5 - Use of GSA Motor Vehicles and Travel/Lodging Agreements

Subject to the agreement of the General Services Administration (“GSA”) and at the Tribe's request, the Secretary shall make best efforts to acquire Interagency Motor Pool vehicles and related services for performance of the activities under this Compact and the associated Funding Agreement in accordance with GSA regulations.

Section 6 - Regulatory Authority

The IHS and the Tribe agree to utilize the following procedures governing the establishment and applications of rules and regulations under this Compact.

- (a) Federal Regulations and Program Guidelines.

The Tribe agrees to comply with all Federal Regulations applicable to Indian Tribes, which have been published in the Federal Register, in carrying out the PSFAs under the Funding Agreement. Unless expressly agreed to by the Tribe in this Compact or in the Funding Agreement, the Tribe shall not be subject to any agency circular, policy, manual, guidance, or rule adopted by the IHS, except for the eligibility provisions of 25 U.S.C. § 450j(g) [i.e., section 105(g) of the Act], and regulations promulgated under 25 U.S.C. § 458aaa-16 [i.e., section 517].

- (b) Waiver of Federal Regulations

- (1) The Tribe may submit a written request to waive application of a regulation promulgated under 25U.S.C. § 458aaa-16 or the authorities specified in 25 U.S.C. § 458aaa-4(b) for this Compact or a Funding Agreement entered into under this Compact to the Secretary identifying the applicable federal regulation sought to be waived and the basis for the request.
- (2) Not later than 90 days after the Secretary receives the Tribe's written request to waive application of a regulation for this Compact or a Funding Agreement under this Compact, the Secretary shall either approve or deny the requested waiver in writing. The Secretary may deny the request only

upon a finding that the identified language in the regulation may not be waived because such waiver is prohibited by federal law. If the Secretary fails to approve or deny the Tribe's waiver request within 90 days of receipt of the request, such failure shall be deemed an approval of the request. The Secretary's decision on a waiver request is the Department's final decision.

Section 7 - Disputes

- (a) All Disputes between the IHS and the Tribe under this Compact or the associated Funding Agreement shall be subject to the provisions of 25 U.S.C. § 450 m-1, and all remedies provided for therein shall be available to the Tribe. Actions and proceedings to enforce the Tribe's rights and the Secretary's obligations under this Compact and the associated Funding Agreement shall be subject to the Equal Access to Justice Act, Public Law 96-481, as amended, to the same extent as are actions and proceedings involving contracts or grants under the Act.
- (b) In the alternative, or in addition to the remedies and procedures in 25 U.S.C. § 450 m-1, the parties may use the processes authorized and encouraged in the Administrative Dispute Resolution Act, 5 U.S.C. § 571 *et seq.*, for formal resolution of disputes arising under this Compact and the associated Funding Agreement.
- (c) The parties may use the "Final Offer" option per 25 U.S.C. § 458aaa-6(b) [i.e., section 507(b) of the Act].

Section 8 - Retrocession

- (a) A request for retrocession shall become effective one year from the date of the request by the Tribe or at such date as may be mutually agreed by the parties.
- (b) The Parties agree that the funds which the tribe has remaining unexpended at the time of a retrocession shall be made available to the Secretary to provide services for those programs retroceded to the IHS pursuant to this clause.
- (c) In the event of a retrocession, nothing in the Compact shall be construed as preventing the Tribe from submitting a proposal for a grant or contract under Title I of the Act to operate any of the PSFAs governed by this Compact and Funding Agreement. In such event, the Tribe shall maintain its mature contractor status.
- (d) At the Tribe's option, it may elect to retrocede only a portion of the PSFAs undertaken under this Compact and the associated Funding Agreement. In that instance, the amount of funds remaining in the Tribe's possession for purposes of carrying out the PSFAs retroceded shall be returned to the Secretary under this retrocession procedure. Title to Government-furnished personal and real property with a value of more than \$5,000 at the time of the retrocession, which was provided to the Tribe to perform the retroceded PSFAs and to which the Tribe holds title, shall, at the option of the Secretary, revert to the Department.

Section 9 - Tribal Administrative Procedures; Due Process of Law

The Tribe shall provide administrative and judicial due process rights according to tribal law and in tribal forums as is required by the Indian Civil Rights Act, 25 U.S.C. § 1301 *et seq.*, to persons affected by PSFAs operated in pursuant to the Compact and the associated Funding Agreement.

Section 10 - Successor Funding Agreement

The parties agree to comply with 25 U.S.C. § 458aaa-4(e) [i.e., section 505 (e) of the Act] for successor Funding Agreements.

Section 11 - Health Status Reporting

The Tribe shall report on the health status and service delivery as per 25 U.S.C. § 458aaa-6(a) [i.e., section 507 (a) (1) of the Act].

Section 12 - Reassumption

- (a) The Secretary shall reassume operation of a PSFA (or portions thereof) and associated funding if there is a specific finding relative to that PSFA (or portion thereof) of:
 - (i.) imminent endangerment of the public health caused by an act or omission of the Tribe, and the imminent endangerment arises out of a failure to carry out this Compact or Funding Agreement negotiated under this Compact; or
 - (ii.) gross mismanagement with respect to funds transferred to the Tribe by a Compact or Funding Agreement, as determined by the Secretary in consultation with the Inspector General, as appropriate.
- (b) The Secretary shall not reassume operation of PSFAs (or portions thereof) unless the Secretary has first provided written notice and a hearing on the record to the Tribe and the Tribe has not taken corrective action to remedy the imminent endangerment to the public health or gross mismanagement.
- (c) Notwithstanding subparagraph (b) of this section, the Secretary may, upon written notification to the Tribe, immediately reassume operation of a PSFA (or portion thereof) if the Secretary makes a finding of imminent substantial and irreparable endangerment of the public health caused by an act or omission of the Tribe and the endangerment arises out of a failure to carry out the Compact or Funding Agreement negotiated under this Compact. If the Secretary reassumes operation of a PSFA (or portion thereof) under this subparagraph, the Secretary shall provide the Tribe with a hearing on the record not later than 10 days after such reassumption.

Article III - Obligations of the Tribe{tc \l4 "Article III - Obligations of the Tribe}

Section I - Consolidation

With the exception of the specific responsibilities of the Secretary identified and retained in Article IV, Section 2, the Tribe will perform and otherwise be responsible for the PSFAs identified in the Funding Agreement. To the extent a PSFA transferred to the Tribe in the Funding Agreement is included within a contract or grant entered into pursuant to Title I of the Act, or is subject to any obligation arising from such contract or grant, that contract or grant shall be terminated by execution of the appropriate document(s) and the parties' obligations shall be governed by this Compact and the associated Funding Agreement. All

funds remaining in such contracts or grants shall be deobligated and reobligated to the Funding Agreement, as necessary to maintain carryover or other funds.

Section 2 - Amount of Funds

The total amount of funds shall be set forth in the Funding Agreement between the Secretary and the Tribe based upon Article II Section 2.

Section 3 - Tribal Programs

The Tribe shall be responsible for the administration of PSFAs included in the Funding Agreement to the extent funding is provided to perform the Compact.

Section 4 - Consolidation of Funding

The Tribe may consolidate funding from various sources to enhance the PSFAs provided under its Funding Agreement. In such cases, the Tribe shall not be required to separate funds so long as the Tribe can provide sufficient data to permit an acceptable financial audit to be conducted. Nothing in this provision should be construed as expanding the scope of PSFAs permitted under 25 U.S.C. § 458aaa-4(b)(2).

Section 5 - Reallocation

Reallocation of funds among health PSFAs allowed under 25 U.S. C. § 458aaa-4(B)(2) shall not require Secretarial consent, except that the use of funds pursuant to this Compact and associated Funding Agreement shall be subject to specific directives or limitations as may be included in applicable appropriations Acts. In addition, funds may not be transferred from one Indian Health Service appropriations account to another. Specifically, funds from the Indian Health Services accounts may not be used for purposes for which funds in the Indian Health Facilities accounts are appropriated, and vice versa, except as permitted by law.

Section 6 - Medicare, Medicaid, and Other Program Income

All Medicare, Medicaid and other program income received by the Tribe shall be treated as additional supplemental funding to that negotiated in the Funding Agreement and may be retained by the Tribe to be expended in the current or future fiscal years, except to the extent that the Indian Health Care Improvement Act (25 U.S.C. § 1602 *et seq.*) provides otherwise for Medicare and Medicaid receipts. Such funds shall not offset or reduce the amount of funds negotiated to be provided under the Funding Agreement.

Section 7 - Eligibility

In determining eligibility for services, the Tribe shall comply with applicable eligibility provisions in the Indian Health Care Improvement Act, applicable regulations and other law.

Article IV - Obligations of the United States

Section 1 - Trust Responsibility

Nothing in this Compact or the associated Funding Agreement waives, modifies, or diminishes in any way the trust responsibility of the United States with respect to the Tribe or its members, which exists under treaties, Executive Orders, Acts of Congress, or otherwise.

Section 2 - Retained Programs, Services, Functions, and Activities

The Secretary retains responsibility for the PSFAs that are not specifically assumed by the Tribe in the Funding Agreement. The Tribe shall continue to be entitled to benefit from all such retained PSFAs on the same basis as other tribes. The IHS, in consultation with representatives of all tribes, may reorganize to sustain its ability to provide, in the most effective and efficient manner, the PSFAs that have not been included in the Funding Agreement.

Section 3 - Financial Information

At the Tribe's request, the Secretary shall provide the following financial and other information:

- (1) annual reports of obligations and allowances, including all reports from Headquarters, the Office of Tribal Self-Governance, and the Bemidji Area Office, concerning funds provided to support PSFAs provided by tribes or tribal organizations under this Compact and funds retained by the IHS to support PSFAs retained by the IHS;
- (2) revisions in such program plans, guidelines, or budgets as they are made;
- (3) prompt notice of any new PSFAs for which the Tribe is eligible.

Article V - Other Provisions

Section 1 - Designated Officials

On or before the effective date of this Compact, both the Secretary and the Tribe shall provide a written designation of an individual as their representative/liaison.

Section 2 - Indian Preference in Employment, Contracting and Subcontracting

The Tribe shall give preference to Indians in training and employment opportunities and in awarding grants and contracts to the greatest extent feasible as required by 25 U.S.C. § 450e(b)-(c).

Section 3 - Federal Tort Claims Act

- (a) For purposes of Federal Tort Claims Act coverage, the Tribe and its employees (including individuals performing personal services contracts with the Tribe to provide health care services) are deemed to be employees of the Federal government while performing work under this Compact. This status is not changed by the source of the funds used by the Tribe to pay the

employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Tribe.

- (b) Under this Compact, the Tribe's employees may be required, as a condition of employment, to provide health services to non-IHS beneficiaries in order to meet contractual obligations. These services may be provided in either Tribal or non-Tribal facilities. The employee's status for Federal Tort Claims Act purposes is not affected.

Section 4 - Compact Modifications or Amendments

Any requests for a modification of this Compact shall be in the form of a written amendment to the Compact and shall require the written consent of the Tribe and the Secretary. Upon request in writing to the other party's Designated Official, the other party shall respond to the request for modification within 60 days of the date of the request. If not approved within those 60 days, the parties agree to negotiate the proposed modification upon reconvening negotiations.

Section 5 - Interpretation of Laws and Regulations

To the extent feasible, the Secretary shall interpret Federal laws and regulations in a manner that will facilitate this Compact and any associated Funding Agreement.

Section 6 - Officials Not to Benefit

No member of or delegate to Congress shall be admitted to any share or part of any contract executed pursuant to this Compact, or to any benefit that may arise there from; but this provision shall not be construed to extend to any contract under this Compact if made with a corporation for its general benefit.

Section 7 - Covenant Against Contingent Fees

The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Compact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

Section 8 - Penalties

The parties agree that the criminal penalties set forth in 25 U.S.C. § 450d apply to all activities conducted pursuant to this Compact and associated Funding Agreement.

Section 9 - Use of Federal Employees

25 U.S.C. § 450i [i.e., section 104 of Title I of the Act] shall apply to this Compact and to any individuals assigned or detailed to the Tribe performing functions under this Compact or leaving Federal employment to perform services under this Compact and associated Funding Agreement.

Section 10 - Extraordinary or Unforeseen Events

This Compact and any associated Funding Agreement are intended to obligate the Tribe to carry out all usual and ordinary functions respecting the PSFAs that it is undertaking to assume responsibility for pursuant to the successive Funding Agreements. In the event major unforeseen or extraordinary events occur, as jointly identified by the Tribe and the Secretary, with consequences beyond the control of the Tribe, the Tribe shall have access to additional services and resources to the same extent as such services and resources are available to non-compacting tribes in similar circumstances.

Section 11 - Sovereign Immunity

Nothing in this Compact or the Funding Agreement shall be construed as a waiver by the Tribe of its sovereign immunity.

Section 12 - Severability

{tc \l5 "Section 12 B Severability}

- (a) Except as provided in this section, this Compact shall not be considered invalid, void, or voidable if any section or provision of this Compact is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction.
- (b) If any section or provision of the Compact is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, either party may, at its option, treat this Compact as invalid, void, or voidable in accordance with the provisions of this Compact.
- (c) In the event the parties decide not to treat the Compact as invalid, void, or voidable under subsection (b) of this section, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful, or unenforceable section or provision, in accordance with the provisions of this Compact.

{tc \l4 "}

Article VI - Attachments

{tc \l4 "Article VI - Attachments}

Section 1 - Approval of the Compact

The resolution of the Tribe approving this Compact is attached.

Section 2 - Funding Agreement(s)

- (a) The resolution approving this multi-year Funding Agreement will be attached.
- (b) The negotiated and duly approved Funding Agreement identifying the PSFAs and associated resources transferred to the Tribe is hereby governed in its entirety by this Compact.

Dated this 10th day of October 2004

Mille Lacs Band of Ojibwe

United States of America
Department of Health and Human Services

By: Melanie Benjamin
Melanie Benjamin
Chief Executive

By: Dr. Charles W. Grim
Dr. Charles W. Grim, DDS
Director, Indian Health Service

FUNDING AGREEMENT
BETWEEN
THE MILLE LACS BAND OF OJIBWE
AND THE
UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE
October 1, 2012 – September 30, 2015

Section 1 Preamble

This Funding Agreement (FA) is entered into by the Mille Lacs Band of Ojibwe and the Indian Health Service of the Department of Health and Human Services of the United States of America (hereinafter referred to as the IHS) pursuant to Title V of the Indian Self-Determination and Education Assistance Act, as amended, or such successor legislation as may be enacted, ("the Act"), and is incorporated into and governed by the Compact of Self-Governance entered into between the Mille Lacs Band of Ojibwe (hereinafter referred to as the Band) and the Secretary of the Department of Health and Human Services. The purpose of this Agreement is to list the programs, services, functions, and activities (PSFA), and associated resources to be transferred from the IHS to the Band for the term of October 1, 2012 until September 30, 2015 for this multi-year FA.

Section 2 Tribal Programs and Services

The Band agrees to administer, provide, or otherwise be responsible for the PSFA identified below in accordance with the terms of the Compact and this Agreement. The Band is committed to and shall provide quality health services that will at all times meet applicable standards. Services will be provided to IHS-eligible persons as defined under applicable law, and such other persons as determined by the Tribe's governing bodies to the extent and in a manner consistent with 25 U.S.C. Sec. 1680c, or such successor legislation as might be enacted. To the extent that the PSFA descriptions in the Compact or Funding Agreement conflict with the descriptions or definitions provided in the Indian Health Care Improvement Act (IHCIA), as amended, the IHCIA shall prevail unless it conflicts with the Act. Pursuant to Section 506(e) of the Act (25 U.S.C. Sec. 458aaa-5(e)), as amended, the Band may redesign or consolidate PSFA or portion thereof included in a funding agreement under Section 505 of the Act (25 U.S.C. Sec. 458aaa-4) and reallocate or redirect funds for such PSFA in any manner which the Band deems to be in the best interest of the health and welfare of the Indian community being served, only if the redesign or consolidation does not have the effect of denying eligibility to population groups otherwise eligible to be served under applicable Federal Law.

- A. General Health Services
1. Hospitals and Clinics

2. Dental Services
 3. Pharmaceutical Services
 4. Long-Term Care Services¹
 5. Mental Health Services
 6. Alcohol and Drug Treatment Services
 7. Contract Health Care Services
 8. Reimbursements
- B. Preventative Health Services
1. Public Health Nursing
 2. Health Education, Medical & Environmental
 3. Community Health Representatives
- C. Facilities
1. General Operation & Maintenance
 2. Architectural & Engineering
 3. Facilities Renovation
 4. Drug & Alcohol Rehabilitation and Treatment (M&I Funds)
- D. Administration
1. General Program Administration
 2. Special Project Administration

Section 3 Funding Amounts

The amounts available to the Band pursuant to the Compact and the Act, for Fiscal Year 2013 are detailed on the attached Headquarters' FY 2013 AFA Detail Report and Bemidji Area FY 2013 Tribal Shares Planning documents, (Attachment A), based on the FY 2012 IHS Appropriation Act. The parties to this funding agreement recognize that the total amount of funding in this agreement is subject to adjustment based on changes in appropriations by Congressional action in appropriation acts. Upon enactment of relevant appropriation acts or other law affecting availability of funds to the IHS the Tribe will be notified and the total funding will be adjusted in accordance with the law.

Congressional increases that are distributed at the Area level will be distributed based on the Area TSA % for a Tribe calculated using the most recent validated and approved Bemidji Area Patient Count. For FY2013 the Area TSA % was calculated using the Area FY2011 Bemidji Area Patient Count.

A. Total Program Funding Available

The estimated available funding for FY 2013 is as follows:

Headquarters Tribal Shares	\$ 123,191
Area Tribal Shares w/equip	\$ 336,611
Tribal Base Funding (w/o indirect,)	\$ 5,220,882

¹ Long term care services provided as defined at 25 U.S.C. Sec. 1621d(a)(4).

Total Direct Funding \$ 5,680,684

B. Estimated Indirect CSC \$ 281,890

Total Program Funding \$5,962,574

C. Contract Support

The parties agree that the CSC funding under this Funding Agreement (FA) will be calculated and paid in accordance with Sections 508[c], 519(b) and 106(a) of the Act; utilizing the current IHS process and procedures or their successors; and any statutory restrictions imposed by Congress. In accordance with these authorities, and taking into account available appropriations for CSC, the parties agree that under this FA the Band will receive direct CSC in the amount of \$1,022,502, and indirect CSC in the amount of \$281,890. These amounts were determined using the FY 2012 IHS CSC appropriation, and the Band's direct cost base and indirect rate (14.00%) as of September 26, 2012, and may be adjusted as set forth in the current IHS process and procedures as a result of changes in program bases, Tribal CSC need, and available CSC appropriations. Any adjustments to these amounts will be reflected in future modifications to this FA.

D. IHS Funding Not Currently Identified as Tribal Shares.

Any funding not identified as Tribal Shares will be made available to the Band in the event those funds are subsequently identified as available for distribution as Tribal Shares.

Section 4 Programs Retained

Retained Tribal Shares

The Secretary or his authorized representative shall retain responsibility for providing the PSFA for all benefits offered to Indians not specifically identified as funded in Section 3 of this Agreement. The Band has elected to have the Secretary fully retain the following programs:

Line 314 MIS	\$ 14,365
Line 320 Environmental Health Support	\$ 13,439
Line 322 SFC Area	\$ 9,427
Line 326A OEH Sanitarian (Field)	\$ 35,586
Line 326B OEH Sanitarian (District)	\$ 8,064
Line 327 SFC Field OEH Engineer	\$ 52,843
Line 2401 HQ SFC	\$ 3,011
Line 2402HQ EHS	\$ 3,303
Line 115 EMS	\$ 499
Line 119 A.A.I.P.	\$ 36
Line 120 Clinical Support Center	\$ 2,462

Line 126 D.I.R. Support Fund	\$ 33,380
Line 128 NIHB	\$ 612
Line 137 Nation DIR Support- HQW	\$ 11,187
Line 1301 Direct Operations	\$ 3,632

The Band also requests that a portion of Area Hospital and Clinic funds be withheld by the Area Office as follows:

Disenfranchised	\$124,984
-----------------	-----------

Both Parties agree to work together to validate the number disenfranchised during the term of this FA.

TOTAL RETAINED SHARES	\$ 357,721
-----------------------	------------

Section 5 Disenfranchised

In deciding to implement its direct services eligibility policy, dated May 31, 2005 and effective June 1, 2005, the Band chose to serve fewer eligible individuals than it agreed to serve in its Compact and Funding Agreement. Therefore, beginning in FY2006, IHS retained \$87,680 from this Funding Agreement to provide for those 160 individuals identified by the IHS as eligible for direct services pursuant to 42 C.F.R. § 136.12, but who were denied access to services at the Band's clinics as a result of the Band's eligibility policy. These funds were given to the IHS and Tribal facilities that these individuals will be utilizing as alternatives in order to cover the cost of care that may be incurred for the health care of these 160 individuals. The amount of funds retained under this FY2006 Funding Agreement were determined by taking the individual user amount (\$548) calculated in the FY2006 Funding Agreement and multiplying it by 160 to reach the total retained amount of \$87,680.00. The number of disenfranchised was subsequently adjusted to 142 and the amount to \$124,984.00 to reflect changed conditions. The IHS and Band agree that this funding retention is subject to adjustment during the term of this FA based on increases to the Tribe's base for direct services with 3% of the increases to IHS for disenfranchised and 97% to the Tribe.

Both parties reserve the right to revisit the disenfranchised issue and calculations during the terms of this FA.

Section 6 Negotiated Program Funding

Headquarters Tribal Shares	\$ 65,069
Area Tribal Shares w/equip	\$ 202,887
Tribal Base Funding (w/o indirect)/AAO	\$ 5,055,007
Estimated Indirect (Subject to Section 3A)	\$ 281,890

Total Negotiated Amount

\$ 5,604,853

Section 7 Adjustment Due to Congressional Actions

The parties to this FA recognize that the total amount of funding in this FA is subject to adjustment based on changes in appropriations by Congressional action in appropriation acts. The attached Self-Governance FA funding table has been incorporated into this FA as Attachment A. This table reflects estimated total funding levels and will be amended to reflect actual appropriations whether such appropriations are made by means of regular appropriations acts or continuing resolution. Upon enactment of relevant appropriation acts or other law affecting availability of funds to the IHS, the Band will be notified and the total amount will be adjusted in accordance with the law. The Band shall also be eligible for new services, service increases, mandatories, population growth, health services priority system, indirect contract support costs, and other non-recurring resources on the same basis as other Area tribes. Congressional increases that are distributed at the Area level will be distributed based on the Area Tribal Size Adjustment (TSA) % for a Tribe calculated using the most recent validated and approved Bemidji Area Patient Count. For FY2013, the Area TSA% was calculated using the Area FY2011 Bemidji Area Patient Count. It is recognized there may be errors in calculations or other mistakes regarding estimates of tribal funding shares which may need to be adjusted. Both parties agree to take action to correct such errors as they are identified.

Section 8 Director's Emergency Reserve Funding

The Band will be eligible for a percentage of any Director's Emergency Reserve Funding appropriated but not utilized in the fiscal year appropriated.

Section 9 Amendment or Modifications to this Agreement as Negotiated.

A. Written Consent Required

It is recognized there may be errors in calculations that may need to be renegotiated. Both parties agree to take action to correct such errors as they are identified. Except as otherwise provided by the terms of this FA or by operation of law, modifications to this FA shall only be by written consent of the Band and the United States

B. No Writing Required

This FA may be amended without the written consent of the Band when such amendment results from changes in actual appropriation levels or represents an increase in funding for any programs identified in this FA, whether or not such programs are currently funded. Such increases include, but are not limited to:

Program, Area or HQ mandatories
Program, Area or HQ End of year distributions
Medicare or Medicaid Collections

CHEF

Section 10 Method of Payment

Once funds appropriated by the Congress are made available to the IHS, such funds shall be transferred within thirty (30) days of apportionment of such funding by the Office of Management and Budget with the exception of program formula funds, which will be paid within 30 days of the Area receiving funds.

Section 11 Integration Clause

This FA represents the full and true intentions of the parties as signed hereunder, and the terms as set out above may not be varied by any prior existing document not explicitly made a part of this FA, nor by parol evidence offered to alter or modify the terms set out in this FA.

Section 12 Health Status Reports

The Band agrees to report on the health status and service delivery in accordance with requirements of Section 507 (a)(1) of the Act (25 U.S.C. Sec. 458aaa-6(a)(1)). The Band has elected to use selected Government Performance and Results Act (GPRA) indicators for Health Status Reporting. The selected indicators are attached as part of the FA as Attachment B.

Section 13 Reassumption

The parties agree that the Secretary will reassume operation of a PSFA (or portions thereof) and associated funding transferred from the IHS to the Band in this Agreement only in the event that the requirements of Section 507(a)(2) of the Act (25 U.S.C. Sec. 458aaa-6(a)(2)) are met.

CMD
5/29/2013

Section 14 Trust Responsibility


Nothing in this Agreement shall be construed to diminish in any way the trust responsibility of the United States to the Mille Lacs Band government, or Band's members individually, that exists under treaties, Executive orders, or other laws and court decisions.

Section 15 Statutorily Mandated Grants.

In accordance with section 505(b)(2) of the Act (25 U.S.C. Sec. 458aaa-4(b)(2)) and its implementing regulations, the parties agree that the Secretary will add any statutorily mandated grant awarded through the IHS to the Band to this FA after these grants have been awarded, upon written request by the Band. Grant funds will be paid to the Band as a lump sum advance payment through the PMS grants payment system. The Band will use interest earned on such funds to enhance the specific statutory mandated grant program including allowable administrative costs. The Band will comply with all the terms and conditions of the grant award for statutory mandated grants, including reporting requirements, and will not reallocate grant funds nor redesign the grant program.

THE FOREGOING PROVISIONS OF THIS FUNDING AGREEMENT TO THE COMPACT OF SELF-GOVERNANCE ARE HEREBY AGREED TO ON THE DATES INSCRIBED BELOW.

U.S. Department of Health and Human Services
Indian Health Service
BY:



Yvette Roubideaux, M.D.
Director Indian Health Service

Date: 6/3/13

Mille Lacs Band of Ojibwe

BY:



Hon. Melanie Benjamin
Chief Executive

Date:

TRIBE: MILLE LACS 10/01/2012 09/30/2013

DATE: 10/1/2012 0:00

Prepared b ALN

BEMIDJI AREA - Pre-Negotiation Sheet DRAFT

2013 AFA DETAIL BY ACCOUNT

Based on 2012 Appropriations

A	B	C	D	E	F	G	H	I
Item	AFA SHARES BY AREA ACCOUNT	Sub-Sub	2012	2012	2012	2013	2013	2013
Numbers			Total Starting	Initial	Mandatory	Shares	Retained	Negotiated
From Table			Base	Shares	Increases	Eligible	Amount	Amount
Health Services Account								
301	Area Director	H/C	433,686	14,982		14,982	0	14,982
302	Program Planning	H/C	77,997	2,694		2,694	0	2,694
304	CMO/OCS Support	H/C	175,172	6,051		6,051	0	6,051
305	Behavioral Health	ASA	98,378	3,399		3,399	0	3,399
306	Recruitment	H/C	95,778	3,309		3,309	0	3,309
307	Non-Contractable	H/C	178,917	13,146		13,146	0	13,146
309	Contract Health Service	H/C	83,234	2,875		2,875	0	2,875
310	Executive Officer & Support	H/C	158,932	5,490		5,490	0	5,490
311	Budget	H/C	244,194	8,436		8,436	0	8,436
312	Contracting	H/C	444,286	15,348		15,348	0	15,348
313	Office Services	H/C	96,470	3,333		3,333	0	3,333
314	MIS	H/C	415,821	14,365		14,365	14,365	(0)
	TOTAL HEALTH SERVICES ACCOUNT		2,502,866	93,428		93,428	14,365	79,063
AREA OEHE*								
319	Facility Support		208,170	7,811		7,811	0	7,811
320	Environmental Health Support		287,441	13,439		13,439	13,439	0
321	Engineering Services		130,000	4,878		4,878	0	4,878
322	SFC Area		322,017	9,427		9,427	9,427	0
	TOTAL AREA OEHE		947,629	35,555		35,555	22,866	12,689
AREA MANAGED*								
	Alcohol Reg. Trtmt. Ctrs.					0		0
326A	OEH Sanitarian (Field)		689,858	35,586		35,586	35,586	0
326B	OEH Sanitarian (District)		172,465	8,064		8,064	8,064	0
327	SFC Field OEH Engineer		2,230,305	52,843		52,843	52,843	0
328	M&I		2,282,296	85,638		85,638	0	85,638
328A	Equipment		981,694	25,497		25,497	0	25,497
	TOTAL AREA MANAGED		6,356,618	207,678		207,628	96,493	111,135
TRIBES OPERATING UNIT								
	BASE FUNDING		Base	Base	Increases	Eligible	Withheld	Negotiated
	Hospitals & Clinics	H/C	100,073,597	2,314,879	76,296	2,391,175	165,875	2,225,300
	Dental	DEN	4,362,824	66,719	(107)	66,612	0	66,612
	Mental Health	M/H	2,324,780	43,632	(70)	43,562	0	43,562
	Alcohol/Substance Abuse	ASA	10,373,267	196,020	(314)	195,706	0	195,706
	Public Health Nursing	PHN	2,221,310	25,507	(41)	25,466	0	25,466
	Health Education	HE	635,163	4,717	(8)	4,709	0	4,709
	Community Health Reps.	CHR	4,847,563	116,108	(186)	115,922	0	115,922
	Contract Health Service	CHS	52,412,948	1,237,909	116,319	1,354,228	0	1,354,228
	Direct Contract Support Costs	DCSC	11,083,148	1,022,502	0	1,022,502	0	1,022,502
	Indirect Contract Support Costs	IDCSC	13,356,076	283,313	(1,423)	281,890	0	281,890
341	Environmental Health	OEH	33,000	1,000	0	1,000	0	1,000
	TRIBE BASE TOTAL		201,723,676	5,312,306	190,468	5,502,772	165,875	5,336,897
	TOTAL BEMIDJI AREA		211,530,789	5,648,967	190,468	5,839,383	299,599	5,539,784
Buy Back Services								
	Supports Clinical Applications Coordinator (CAC)					2,791	2,791	
	Supports Business Office Coordinator (BOC)					4,231	4,231	
	Health Information Management (HIM)					5,415	0	
	Vista Imaging (Vista)					9,286	9,286	
	Area Dental Officer (ADO)					5,000	5,000	
	Total Buy Back Service					26,723	21,308	
	GRAND TOTAL			\$5,648,967	\$190,468	\$5,839,383	\$299,599	\$5,539,784

1/ Buyback services withheld pursuant to 25 U.S.C. § 458aaa-7(e) and (f) and 42 C.F.R. § 137.95 for: Biomed Option 2 (\$19,583) + CAC & BOC (\$7,022) +

Vista (\$9,286) + ADO (\$5,000) + other withheld \$124,984 for 142 disenfranchised. Total withheld: \$165,875.

2/ Indirect Contract Support Costs (IDC) are nonrecurring, must be justified annually, and can only be used for IDC.

* OEHE funds are based on workload and change each year

Table #4:

HQ PFSAs for FY 2013 TSA and Program Formula Lines
Budget, Eligible Shares, and Previous Negotiated Amount
Estimates Based on FY 2012 IHS Appropriation

MILLE LACSTSA Shares allocable to
this contract or compact**\$115,835**

<i>Hospitals & Clinics</i>	<i>TSA PF BB</i>	<i>Pool</i>	<i>Shares</i>	<i>Last Nego.</i>	<i>Retain</i>	<i>Transfer</i>
0101 Emergency Fund	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$4,134,750				0
0104 Inter-Agency Agreements	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$0	\$1,664	\$1,663		1,664
0105 Management Initiatives	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$2,141,269				0
0106 A.C.O.G. Contract	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$102,585	\$133	\$132		133
0107 H.P./D.P. Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$3,618,907	\$2,404	\$2,403		2,404
0110 N.E.C.I.	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$1,152,453	\$1,487	\$1,488		1,487
0111 Nurse Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$1,334,181	\$1,680	\$1,680		1,680
0112 Nursing Costeps	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$671,963	\$868	\$867		868
0113 Chief Clinical Consultant	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$288,580	\$373	\$372		373
0115 Emergency Medical Svcs	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$484,074	\$499		499	
0117 Traditional Advocacy Program	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$104,666	\$135	\$135		135
0118 Research Projects	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$1,330,740	\$1,710	\$1,710		1,710
0119 A.A.I.P. Contract	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$27,814	\$36		36	
0120 Clinical Support Center-Phoenix	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$1,802,247	\$2,462		2,462	
0121 Costeps-Non Physicians	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$84,656	\$110	\$109		110
0123 Physician Residency	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$286,961	\$371	\$370		371
0124 Recruitment/Retention	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$2,135,660	\$2,757	\$2,756		2,757
0125 U.S.U.H.S., etc.	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$3,176,991	\$4,102	\$4,101		4,102
0126 D.I.R. Support Fund	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$25,853,233	\$33,380		33,380	
0127 Evaluation	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$1,105,576	\$1,427	\$1,427		1,427
0128 National Indian Health Board	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$477,719	\$612		612	
0129 Albuquerque Administration	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$926,689	\$1,353	\$1,354		1,353
0130 Nutrition Training Center	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$359,034	\$502	\$502		502
0131 Diabetes Program-Albuquerque/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$1,337,890	\$1,799	\$1,799		1,799
0132 Cancer Prevention-Albuquerque/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$744,777	\$1,009	\$1,008		1,009
0133 Health Records	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$141,799	\$144	\$144		144
0134 AIDS Program	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$440,111	\$567	\$567		567
0135 Handicapped Children	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$359,826	\$489	\$488		489
0137 National DIR Support-Albuquerque/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$8,628,538	\$11,187		11,187	
		\$63,253,689	\$73,257⁶⁰	\$25,077	48,176	25,084

<i>Dental Health</i>	<i>TSA PF BB</i>	<i>Pool</i>	<i>Shares</i>	<i>Last Nego.</i>	<i>Retain</i>	<i>Transfer</i>
0201 IHS Dental Program	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$1,059,849	\$1,732	\$1,732		1,732
0202 IHS Dental Program - PgmFormula	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$5,437,378				
		\$6,497,227	\$1,732	\$1,732		

<i>Mental Health</i>	<i>TSA PF BB</i>	<i>Pool</i>	<i>Shares</i>	<i>Last Nego.</i>	<i>Retain</i>	<i>Transfer</i>
----------------------	------------------	-------------	---------------	-------------------	---------------	-----------------

Monday, June 04, 2012

MILLE LACS

0301	MH/SS Technical Assistance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,560,160	\$2,039	\$2,039	<input type="text"/>	21039
0302	C.M.I. Grants	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$645,493	\$833	\$834	<input type="text"/>	833
0303	National Conference	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$110,494	\$142	\$142	<input type="text"/>	142
					<u>\$2,316,147</u>	<u>\$3,014</u>	<u>\$3,014</u>	<input type="text"/>	3,014

<i>Alcohol/Sub. Abuse</i>	<i>TSA</i>	<i>PF</i>	<i>BB</i>	<i>Pool</i>	<i>Shares</i>	<i>Last Nego.</i>	<i>Retain</i>	<i>Transfer</i>
0401 Clinical Advocacy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$3,069,185	\$5,860	\$5,860	<div></div>	5860
0402 Collaborative Initiatives	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$822,860	\$531	\$531	<div></div>	531
				<u>\$3,892,045</u>	<u>\$6,391</u>	<u>\$6,391</u>		(391)

<i>Contract Health Care</i>	<i>TSA</i>	<i>PF</i>	<i>BB</i>	<i>Pool</i>	<i>Shares</i>	<i>Last Nego.</i>	<i>Retain</i>	<i>Transfer</i>
0501 CHS Fiscal Intermediary	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$7,940,474			<input type="text"/>	0
0504 C.H.S. Reserve & Undistributed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,954,975	\$3,818	\$3,818	<input type="text"/>	3818
					<u>\$3,818</u>	<u>\$3,818</u>		

<i>Public Health Nursing</i>	<i>TSA</i>	<i>PF</i>	<i>BB</i>	<i>Pool</i>	<i>Shares</i>	<i>Last Nego.</i>	<i>Retain</i>	<i>Transfer</i>
0601 PHN - Preventive Health Initiatives -	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$948,339	\$1,210	\$1,210	<input type="text"/>	1210
0602 PHN - Preventive Health Initiatives -	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$2,495,174			<input type="text"/>	0
					<u>\$1,210</u>	<u>\$1,210</u>		

<i>Health Education</i>	<i>TSA</i>	<i>PF</i>	<i>BB</i>	<i>Pool</i>	<i>Shares</i>	<i>Last Nego.</i>	<i>Retain</i>	<i>Transfer</i>
0701 IHS Health Education Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,167,030	\$1,522	\$1,522	<input type="text"/>	1522
					<u>\$1,522</u>	<u>\$1,522</u>		

<i>CHR</i>	<i>TSA</i>	<i>PF</i>	<i>BB</i>	<i>Pool</i>	<i>Shares</i>	<i>Last Nego.</i>	<i>Retain</i>	<i>Transfer</i>
0801 IHS CHR Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,429,583	\$2,743	\$2,743	<input type="text"/>	2743
					<u>\$2,743</u>	<u>\$2,743</u>		

<i>Direct Operations</i>	<i>TSA</i>	<i>PF</i>	<i>BB</i>	<i>Pool</i>	<i>Shares</i>	<i>Last Nego.</i>	<i>Retain</i>	<i>Transfer</i>
1301 Direct Operations - Rockville	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$17,167,734	\$22,148	\$18,515	<input type="text"/>	3632 18,516
					<u>\$22,148</u>	<u>\$18,515</u>		

<i>Facilities & Envr. Hlth. S</i>	<i>TSA</i>	<i>PF</i>	<i>BB</i>	<i>Pool</i>	<i>Shares</i>	<i>Last Nego.</i>	<i>Retain</i>	<i>Transfer</i>
2401 San. Facilities Constr. Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$2,352,389	7353	See Table 4F	<input type="text"/>	3011
2402 Environ. Health Services Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$1,405,902		See Table 4F	<input type="text"/>	3303
2403 Facilities Operations Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$2,292,699		See Table 4F	<input type="text"/>	204
2404 Facilities and Engineering Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$1,420,463		See Table 4F	<input type="text"/>	0
2405 Engineering Services Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$472,440		See Table 4F	<input type="text"/>	835
					<u>\$7,943,893</u>		<input type="text"/>	6,314 1039

MILLE LACS

Other: _____

Note: For shares in line 2401-2405, please
refer to Table 4F to be provided by Area.

--	--

Negotiated Totals

58,122	65,009
--------	--------

Notes

These notes clarify guidance to IHS lead negotiators that has been printed on Table #4 since 1997. The clarification is intended to more fully describe but not to change policies. The term "contracted" here means both contract and compact agreements.

Column 7 of Table #3 identifies headquarters PSFAs that are freestanding and other PSFAs that are intricately associated with carrying out field based PSFAs. The majority, 60 of 77 PSFAs, are freestanding. Freestanding PSFAs have important benefits to the Indian health care system but in a diffuse and collective manner. Freestanding PSFAs are severable from field based PSFA and the Tribe can weigh the value of contracting them without concern of immediate and direct impact on day-to-day operations. For 17 headquarters PSFAs that are intricately associated with field based PSFAs, the Tribe should weigh the value of contracting them together with potential effects on associated field based PSFA. If the Tribe retained the IHS to carry out some field based PSFA, the ALN should provide information about potential trade-offs of contracting associated headquarters PSFAs so that the Tribe can make informed decisions.

If the Tribe neither fully contracts nor fully retains a PSFA (a portion of the elements identified for the PSFA is contracted and a portion is retained), the ALN should attach to Table 4 negotiated terms for retained portions to be carried out by headquarters and also post them to the HQ Shares Database. If the period of performance is not a full year, the negotiators should agree on pro-rated amounts in proportion to the portion of year covered by the agreement.

Tribal Size Adjustment (TSA) PSFA: The amount in the Shares column was initially determined by the TSA formula in 1997. Since then, the calculated shares are protected in accordance with Section 508(d)(1)(C)(ii) of the ISDEAA. Any funding changes enacted in appropriations are proportionally applied for each PSFA in each budget sub-activity. Typically, TSA shares taken by contract/compact are designated as recurring because annual IHS appropriations ordinarily do not fluctuate significantly.

Program Formula (PF) PSFA: The amount in the Shares column is calculated annually by separate program formula unique to each PSFA. Program formula allocations may differ year-to-year and may be non-recurring. If program formula allocations are incomplete at time of negotiations, amounts will be blank, but program formula shares may be allocated later to the Tribe. Facilities and Environmental Health Support, lines 2401 - 2401, are recomputed annually with updated data and are displayed in separate Table 4F.

Base Budget (BB): Stable funding level over a multi-year period to operate IHS PFSA's under Title V Compact.

Rounding: Amounts may not exactly match due to rounding. Rounding errors of \$0 - \$3 are typical and may cause a slight difference between "Shares" and "Last Negotiated". In such cases, the "Shares" amount is considered definitive.

Current Funds Manager:			BE,MILLE LAC BAND				Serv Type: T5					
Possible SG Tribe or Org:			Mille Lacs				For Fiscal Year:2013					
Tribes Served:			Mille Lacs									
Comments:												
HQ Line 3	Activity Description		AREA				HEADQUARTERS - Facilities Appropriation					
			FY 2012	FY 2013	FY 2013	Base Thru	Share Factor	FY 2012	FY 2013	FY 2013	FY 2013	Base Thru
Actual	Avail 106a1	Negotiated			Actual							
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
		Maintenance and Improvement (M&I)(2100)										
	1	Routine M&I IHS owned Facility	0	0	0	0						
	2	Routine M&I Tribally owned Facility	95,049	94,895	0	0						
	3	Project M&I IHS owned Facility	0	0	0							
	4	Project M&I Tribally owned Facility	16,906	0	0							
	a	Subtotal Non-base (26)	111,955	94,895	0							
	b	Subtotal base (26)	0	0	0							
2100		Total M&I (26)	111,955	94,895	0		Calculated on line 2405a					
	5	M&I Environmental Remediation Projects					Available with accepted proposal					
2200	9	Sanitation Facilities (P.L. 86-121 Projs) (00)	Available through amendment process									
2300	10	Health Care Facilities (NEW) (00)					With line item construction project					
		Facilities and Environ Health Support (2400)										
		Environ Health Support Account (EHSA)										
	11	San Fac Constr (SFC) Support - Proj Related	0	45,463	0							
	12	AO SFC Program Mgmt - Proj Related	0	0	0							
	13	SFC Support - Non-project Related	0	9,773	0	0						
	14	AO SFC Program Management-Non-project Related	0	0	0	0						
	15	Other: otherSFC	0	0	0	0						
	a	Subtotal Non-Base (27)	0	55,236	0							
	b	Subtotal Base (27)	0	0	0							
	c	Subtot HQ-OEHE Support -SFC Non-Base (29)					0.0545	0	3,011	0	0	
	d	Subtotal HQ-OEHE Support -SFC Base (29)						0	0	0	0	0
2401		Total HQ-OEHE Support - SFC Related (29)										
	16	Environ Health Services - Basic Program	0	59,596	0	0						
	17	Environ Health Services - Institutional Hlth	0	0	0	0						
	18	Environ Health Services - Injury Prevention	0	0	0	0						
	19	AO Environmental Health Services Support	0	0	0	0						
	20	Other: otherEnviron	1,000	1,000	0	0						
	a	Subtotal Non-Base (27)	1,000	60,596	0							
	b	Subtotal Base (27)	0	0	0							
	c	Subtot HQ-OEHE Support EHS Non-Base (29)					0.0545	0	3,303	0	0	
	d	Subtotal HQ-OEHE Support EHS Base (29)						0	0	0	0	0
2402		Total HQ-OEHE Support - EHS Related (29)						0	3,303	0	0	
		Facilities Support Account (FSA)										
	31	Service Unit Operations	0	0	0							
	32	Biomedical	0	0	0							
	33	AO FSA Support	8,256	8,691	0							
	34	AO Real Property Support	0	0	0							
	35	AO Biomedical Program	0	0	0							
	36	M&I Engineering Support	4,963	4,991	0							
	37	Other: otherFSA	0	0	0							
		Total FSA (28)	13,219	13,682	0							
2403		HQ Facilities and Real Property Support										
	a	Total HQ - OEHE Support - FSA Related (29)					0.0149	0	204	0	0	
	b	HQ Real Property(based on net # of bldgs transferred to tribe) (29)		0	0		236.3979	0	0	0	0	
2404		Facilities Planning and Construction Support					Available with line 2300					
2405		Engineering Services Support										
	a	M&I Contracting Services (29)					0.0088	0	835	0	0	
	b	New Health Care Facilities (29)					Available with line 2300					
2400		TOTAL Facilities and Environ Support (29)	14,219	129,514	0			0	7,353	0	0	
2500		Equipment Replacement (01)	26,733	22,519	0	0						
		SubTotal (Non-Base)	152,907	246,928	0			0	7,353	0	0	
		SubTotal (Base Budget Pilot)	0	0	0			0	0	0	0	
		GRAND TOTAL	152,907	246,928	0			0	7,353	0	0	

IHS Lead Negotiator:

SUPPORT PACKAGE SELECTION
Identifies Total DIR Shares Available for selected Tribe

Tribal Lead Negotiator:

Name/Site:

TITLE V

(DIR worksheet # 3)

Mille Lacs

	NATIONAL DATABASE SERVICES	TELECOMM. MANAGEMENT SERVICES	SOFTWARE DEVELOPMENT & MAINTENANCE SERVICES	SYSTEM SUPPORT & TRAINING SERVICES	DIR/ITSC RETAINED SHARES
<u>SUPPORT PACKAGE # 1</u>	<u>PREMIER</u>	<u>PREMIER</u>	<u>PREMIER</u>	<u>PREMIER</u>	
Tribal Shares Available	\$6,493 100%	\$16,232 100%	\$18,614 100%	\$6,861 100%	
RE-ENTER Select Share(s)	\$6,493	\$16,232	\$18,614	\$6,861	\$48,199
<u>SUPPORT PACKAGE # 2</u>	<u>REGULAR</u>	<u>REGULAR</u>	<u>REGULAR</u>	<u>REGULAR</u>	
Tribal Shares Available	\$5,194 80.0%	\$12,336 76.0%	\$7,446 40.0%	\$1,715 25.0%	
RE-ENTER Select Share(s)	\$0	\$0	\$0	\$0	\$0
<u>SUPPORT PACKAGE # 3</u>	<u>ECONOMY</u>	<u>ECONOMY</u>	<u>ECONOMY</u>		
Tribal Shares Available	\$3,636 56.0%	\$6,655 41.0%	\$3,909 21.0%		
RE-ENTER Select Share(s)	\$0	\$0	\$0		\$0
<u>100%</u> —> TOTAL RETAINED					\$48,199
TOTAL AVAILABLE					\$48,199

OVERVIEW OF SERVICE LEVELS

Based on the above package selection, the Indian Health Service and Tribe have both acknowledged and accept the terms and responsibilities required for effective and efficient service delivery. Should there be a need to modify the level of support, this will be done by designated individuals/teams of each party.

Note: The above support packages are based on aggregate available FY2007 DIR Tribal Shares. It will be left to the discretion of the Lead Negotiator or Area Office Representative to break down the dollar amounts to more detail if required by customer.

SELF-GOVERNANCE FA TABLE

Tribe: MILLE LACS BAND

FY: 2013

Compact #:67G950006

Date: October 1, 2012

SUB-SUB ACTIVITY	PROGRAM			AREA			HEADQUARTERS			TOTALS		
	AFA Amount	Buyback & Retained Services	Pgm Total Amount to Be Rec'd	AFA Amount	Retained Services	Area Total Amount to Be Rec'd	AFA Amount	Retained Services	HQ Total Amount to Be Rec'd	AFA Amount	Retained Services	AFA Total Amount to Be Rec'd
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
(1) Hospitals & Clinics	2,391,175 1/	(165,875)	2,225,300	90,029 2/	(14,365)	75,664	73,260 3/	(48,176)	25,084	2,554,464	(228,416)	2,326,048
(2) Dental	66,612	0	66,612	0	0	0	1,732	0	1,732	68,344	0	68,344
(3) Mental Health	43,562	0	43,562	0	0	0	3,014	0	3,014	46,576	0	46,576
(4) Alcohol & Subst Abuse	195,706	0	195,706	3,399	0	3,399	6,391	0	6,391	205,496	0	205,496
(5) Reimbursements	0	0	0	0	0	0	0	0	0	0	0	0
(6) Public Health Nursing	25,466	0	25,466	0	0	0	1,210	0	1,210	26,676	0	26,676
(7) Health Education	4,709	0	4,709	0	0	0	1,522	0	1,522	6,231	0	6,231
(8) Community Health Reps.	115,922	0	115,922	0	0	0	2,743	0	2,743	118,665	0	118,665
(9) Immunization AK	0	0	0	0	0	0	0	0	0	0	0	0
(10) Direct Operations	0	0	0	0	0	0	22,148	(3,632)	18,516	22,148	(3,632)	18,516
(11) Contr Supp Costs-Direct	1,022,502	0	1,022,502	0	0	0	0	0	0	1,022,502	0	1,022,502
(12) Contr Supp Costs-Indirect	261,690	0	261,690	0	0	0	0	0	0	281,890	0	281,890
(13) Self-Governance	0	0	0	0	0	0	0	0	0	0	0	0
(14) Other, Services (Annual)	0	0	0	0	0	0	0	0	0	0	0	0
(15) Total, Services	4,147,544	(165,875)	3,981,669	93,428	(14,365)	79,063	112,020	(51,808)	60,212	4,352,992	(232,048)	4,120,944
(16) Contract Health Services	1,354,228	0	1,354,228	0	0	0	3,818	0	3,818	1,358,046	0	1,358,046
(17) Environ Hlth Support	1,000	0	1,000	119,359	(119,359)	0	0	0	0	120,359	(119,359)	1,000
(18) Facilities Support	0	0	0	12,689	0	12,689	0	0	0	12,689	0	12,689
(19) OEHE Support	0	0	0	0	0	0	7,353	(6,314)	1,039	7,353	(6,314)	1,039
(20) Maint & Improvement	0	0	0	85,638	0	85,638	0	0	0	85,638	0	85,638
(21) Sanit Facilities - Housing	0	0	0	0	0	0	0	0	0	0	0	0
(22) Sanit Facilities - Regular	0	0	0	0	0	0	0	0	0	0	0	0
(23) Equipment	0	0	0	25,497	0	25,497	0	0	0	25,497	0	25,497
(24) Total, Indian Hlth Facil	1,000	0	1,000	243,183	(119,359)	123,824	7,353	(6,314)	1,039	251,536	(125,673)	125,863
(25) Catastrophic	0	0	0	0	0	0	0	0	0	0	0	0
(26) Medicare	0	0	0	0	0	0	0	0	0	0	0	0
(27) Medicaid	0	0	0	0	0	0	0	0	0	0	0	0
(28) Other	0	0	0	0	0	0	0	0	0	0	0	0
(29) Total, No-year IHS	0	0	0	0	0	0	0	0	0	0	0	0
(30) Quarters	0	0	0	0	0	0	0	0	0	0	0	0
(31) Contract Hlth Svs (pr yr)	0	0	0	0	0	0	0	0	0	0	0	0
(32) Indian Hlth Facil (pr yr)	0	0	0	0	0	0	0	0	0	0	0	0
(33) Other	0	0	0	0	0	0	0	0	0	0	0	0
(34) Total, Other	0	0	0	0	0	0	0	0	0	0	0	0
(35) GRAND TOTAL, AFA	5,502,772	(165,875)	5,336,897	336,611	(133,724)	202,887	123,191	(58,122)	65,069	5,962,574	(357,721)	5,604,853

Remarks:

1/DISENF, BIOMED, CAC, BOC, VistA, ADO

2/ MIS

3/ Lines 126, 137

COMPACT OF SELF-GOVERNANCE
BETWEEN
THE ONEIDA TRIBE OF INDIANS OF WISCONSIN
AND
THE UNITED STATES OF AMERICA
FOR INDIAN HEALTH SERVICE PROGRAMS

Article I - Authority and Purpose

Section I - Authority

This Compact of Self-Governance (hereinafter referred to as the "Compact") is entered into by the Secretary of Health and Human Services of the United States of America (hereinafter referred to as the "Secretary"), represented by the Director of the Indian Health Service (hereinafter referred to as the "Director"), pursuant to the authority of Title V of the Indian Self-Determination and Education Assistance Act (hereinafter referred to as the "Act"), 25 U.S.C. §450-f et seq., P.L. 93-638, as amended, and P.L. 106-260, and by The Oneida Tribe of Indians of Wisconsin (hereinafter referred to as the "Tribe") by the authority of the Constitution and By-laws of The Oneida Tribe of Indians of Wisconsin, Article V, Section 1A. The Director, by signing this Compact, commits the Secretary, to the extent and within the scope of the Secretary's delegation of authority, to enter into Compacts and Funding Agreements pursuant to Title V of the Act, or as otherwise authorized.

Section 2 - Purpose

This Compact shall be liberally constructed to achieve the purposes of the Tribal Self-Governance Program as set forth below:

- (a) The Compact is to carry out the Tribal Self-Governance Program, which deals in the areas of health planning, funding, and program operations within the government-to-government relationship between the Tribe and the United States. Self-Governance encourages innovation in order to improve the government-to-government relationship and promote the autonomy of the Tribe as a government and health care provider.
- (b) This Compact is to enable the Tribe to plan, conduct, consolidate, redesign and administer programs, services, functions, and activities (PSFA) of the Indian Health Service under the terms set forth in the Compact; to reallocate funds for such PSFAs according to the priorities of the Tribe; to provide such reallocated funds for such PSFAs as determined by tribal priorities; to enhance the effectiveness and long-term financial stability of the Tribe; and to streamline or reduce the Federal Indian Health Service bureaucracy.
- (c) This Compact is to enable the United States to maintain and improve its unique and continuing relationship with and responsibility to the Tribe through the establishment of a program for tribal self-governance and permit an orderly transition away from Federal domination of programs and services. This Compact and the associated Funding Agreement(s) shall transfer to the Tribe the responsibility

for the PSFAs of the Indian Health Service included in the Funding Agreement. In fulfilling its responsibilities under the Compact and consistent with the April 29, 1994, Memorandum from the President of the United States of America for the Heads of Executive Departments and Agencies, the Secretary will conduct all relations with the Tribe on a government-to-government basis.

Section 3 - Tribal Law and Forums

The duly enacted laws of the Tribe shall be applied in the performance of the Compact and the associated Funding Agreement and the powers and decisions of the Tribal forums shall be respected, to the extent that Federal law, construed in accordance with the applicable canons of construction and Title V, is not inconsistent. This shall not be construed as a waiver of Federal sovereign immunity, but shall govern disputes between Tribal members, or other persons, and the Tribe regarding services delivery, personnel management or compliance with applicable Tribal and Federal rules regarding Compact operations.

Article II - Terms, Provisions and Conditions

Section 1 - Term and Execution

The initial Compact began on October 1, 1997, and this revision (June 22, 2004) shall remain in effect for as long as permitted by Federal law or until terminated by mutual written agreement, retrocession, or reassumption.

Section 2 - Funding Amount

The Tribe shall receive shares of the IHS recurring base amount by sub-sub activity in an amount equal to the amount that the Tribe would have been entitled to receive under self-determination contracts including amounts for direct program costs and amounts for contract support costs specified under § 106(a)(2), (3), (5) and (6) of the Act (25 U.S.C. § 450j-1(a)(2), (3), (5), and (6)), including any funds that are specifically related to the provisions by the Secretary of services and benefits to the Tribe or its members, all without regard to the organizational level within the Department where such functions are carried out. Nothing in this Compact shall impair the Tribe's eligibility for new programs or dollars on the same basis as other tribes.

Section 3 - Payment

- (a) **Payment Schedule.** Payments shall be made as expeditiously as possible, in compliance with applicable law and regulations, and shall include financial arrangements to cover funding during periods under continuing resolutions to the extent permitted by such resolutions. For each year covered by the Compact, the Secretary shall make available the funds by paying the total amount specified in the Funding Agreement in a lump sum, as permitted by law, or such other payments as are provided in the schedule set forth in the Funding Agreement. The first payment shall be made in accordance with the Funding Agreement.
- (b) **Interest.** The Tribe shall be allowed to retain interest earned on funds advanced pending disbursement as permitted by law. Interest earned on advances shall not diminish the amounts of funds the Tribe is authorized to receive under its Funding Agreement in the year earned or in any subsequent year.

Section 4 - Property

- (a) For government-furnished real and personal property made available to the Tribe to support the PSFAs designated in the Funding Agreement, the Tribe must take title to all real or personal property unless the Tribe requests that the United States retain the title. For government-furnished personal and real property made available to the Tribe, the Secretary, in consultation with the Tribe, must develop a list of the property used in performance of this Compact. The Tribe must indicate any items on the list of personal and real property to which the Tribe wants the Secretary to retain title. The Secretary must provide the Tribe with any documentation needed to transfer title to the remaining listed personal property to the Tribe. The Secretary must also take such steps as necessary to transfer title to the Tribe for those items of real property that the Tribe wants to acquire.
- (b) At the request of the Tribe, the Secretary shall acquire excess or surplus government personal or real property for donation to the Tribe if the Secretary determines the property is appropriate for use by the Tribe under this Compact.

Section 5 - Use of GSA Motor Vehicles, Travel/Lodging Agreements and Other Resources

Subject to the agreement of GSA and at the Tribe's request, the Secretary shall make best efforts to acquire Interagency Motor Pool vehicles and related services for performance of the activities under this Compact and the associated Funding Agreement in accordance with GSA regulations. In addition, in accordance with § 508(e) of the Act (25 U.S.C. § 458aaa-7(e)), if the Tribe elects to carry out the Compact or Funding Agreement with the use of Federal personnel, the Secretary shall acquire and transfer to the Tribe such personnel, supplies (including supplies available from Federal warehouse facilities), Federal supply sources (including lodging, airline transportation, and other means of transportation including the use of interagency motor pool vehicles), and other Federal resources (including supplies, services and resources such as pharmaceuticals and medical supplies available to the Secretary under any procurement contract in which the Department is eligible to participate).

Section 6 - Regulatory Authority

The IHS and the Tribe agree to utilize the following procedures governing the establishment and applications of rules and regulations under this Compact.

- (a) Federal Regulations and Program Guidelines.

The Tribe agrees to comply with all Federal Regulations applicable to Indian Tribes, which have been published in the Federal Register, in carrying out the PSFAs under the Funding Agreement. Unless expressly agreed to by the Tribe in the Compact or a Funding Agreement, the Tribe shall not be subject to any agency circular, policy, manual, guidance, or rule adopted by IHS, except for the eligibility provisions of section 450j(g) of the Act and regulations promulgated under Section 517 of the Act.

- (b) Waiver of Federal Regulations

- (1) The Tribe may submit a written request to waive application of a regulation promulgated under 25 U.S.C. § 458aaa-16 or the authorities specified in 25 U.S.C. § 458aaa-4(b) for this Compact or a Funding Agreement entered into under this Compact to the Secretary identifying the applicable Federal regulation sought to be waived and the basis for the request.

- (1) Not later than 90 days after the Secretary receives the Tribe's written request to waive application of a regulation for this Compact or a Funding Agreement under this Compact, the Secretary shall either approve or deny the requested waiver in writing. The Secretary may deny the request only upon a finding that the identified language in the regulation may not be waived because such waiver is prohibited by Federal law. If the Secretary fails to approve or deny the Tribe's waiver request within 90 days of receipt of the request, such failure shall be deemed an approval of the request. The Secretary's decision on a waiver request is the Department's final decision.

Section 7 - Disputes

- (a) All Disputes between the IHS and the Tribe under this Compact or the associated Funding Agreement shall be subject to the provisions of 25 U.S.C. § 450 m-1, and all remedies provided for therein shall be available to the Tribe. Actions and proceedings to enforce the Tribe's rights and the Secretary's obligations under this Compact and the associated Funding Agreement shall be subject to the Equal Access to Justice Act, Public Law 96-481, as amended, to the same extent as are actions and proceedings involving contracts or grants under the Act.
- (b) In the alternative, or in addition to the remedies and procedures in 25 U.S.C. §450 m-1, the parties may use the processes authorized and encouraged in the Administrative Dispute Resolution Act, 5 U.S.C. § 571 et seq., for formal resolution of disputes arising under this Compact and the associated Funding Agreement.
- (c) The parties may use the "Final Offer" option per Section 507(b) of the Act (25 U.S.C. § 458aaa-6(b)).

Section 8 - Retrocession

- (a) A request for retrocession shall become effective one year from the date of the request by the Tribe or at such date as may be mutually agreed by the parties.
- (b) The Parties agree that the funds which the Tribe has remaining unexpended at the time of a retrocession shall be made available to the Secretary to provide services for those programs retroceded to the IHS pursuant to this clause.
- (c) In the event of a retrocession, nothing in the Compact shall be construed as preventing the Tribe from submitting a proposal for a grant or contract under Title I of the Act to operate any of the programs, functions, or services governed by this Compact and Funding Agreement. In such event, the Tribe shall maintain its mature contractor status.
- (d) At the Tribe's option, it may elect to retrocede only a portion of the PSFAs undertaken under this Compact and the associated Funding Agreement. In that instance, the amount of funds remaining in the Tribe's possession for purposes of carrying out the PSFAs retroceded shall be returned to the Secretary under this retrocession procedure. Title to Government-furnished personal and real property with a value of more than \$5,000 at the time of the retrocession, which was provided to the Tribe to perform the retroceded PSFAs and to which the Tribe holds title, shall, at the option of the Secretary, revert to the Department.

Section 9 - Tribal Administrative Procedures; Due Process of Law

The Tribe shall provide administrative and judicial due process rights according to Tribal law and in Tribal forums as is required by the Indian Civil Rights Act, 25 U.S.C. § 1301 et seq., to persons affected by PSFAs operated pursuant to the Compact and the associated Funding Agreement.

Section 10 - Successor Funding Agreement

The parties agree to comply with section 505 (e) of the Act (25 U.S.C. § 458aaa-4(e)) for successor Funding Agreements.

Section 11 - Health Status Reporting

The Tribe shall report on the health status and service delivery as per section 507 (a) (1) of the Act (25 U.S.C. § 458aaa-6(a)(1)).

Section 12 – Reassumption

- (a) The Secretary shall assume operation of a PSFAs (or portions thereof) and associated funding if there is a specific finding relative to that PSFA (or portion thereof) of
 - (i) imminent endangerment of the public health caused by an act or omission of the Tribe, and the imminent endangerment arises out of a failure to carry out this Compact or Funding Agreement negotiated under this Compact; or
 - (ii) gross mismanagement with respect to funds transferred to the Tribe by a Compact or Funding Agreement, as determined by the Secretary in consultation with the Inspector General, as appropriate.
- (b) The Secretary shall not reassume operation of PSFAs (or portions thereof) unless the Secretary has first provided written notice and a hearing on the record to the Tribe and the Tribes has not taken corrective action to remedy the imminent endangerment to the public health or gross mismanagement.
- (c) Notwithstanding subparagraph (b) of this section, the Secretary may, upon written notification to the Tribe, immediately reassume operation of a PSFA (or portion thereof) if the Secretary makes a finding of imminent substantial and irreparable endangerment of the public health caused by an act or omission of the Tribe and the endangerment arises out of a failure to carry out the Compact or Funding Agreement negotiated under this Compact. If the Secretary reassumes operation of a PSFA (or portion thereof) under this subparagraph, the Secretary shall provide the Tribe with a hearing on the record not later than 10 days after such reassumption.

Section 13 – Redesignation of the Tribe's Contract Health Service Delivery Area

The Director of IHS shall respond to a tribal request for redesignation of the Tribe's Contract Health Service Delivery Area pursuant to 42 C.F.R. 136.22.

Section 14 – Active User Population Review

The parties acknowledge that disputes may arise regarding the number of active users of the Tribe's health programs and that this dispute may directly impact funding provided to the Tribe under the Tribe's Funding Agreement. The parties agree to reconcile user population disputes by conducting a review of individual case files to correct errors and omissions and resolve the issue of eligibility in each case. Where no dispute exists, the parties agree to use active user population statistics updated through September 30 of the preceding Compact year for the allocation of Headquarters funds, and adjusted user population data (as determined by Area policy) for allocation of Bemidji Area funds. Discrepancies between IHS user population records and those of the Tribe, will be reconciled by January 1 of the year following the most recent year for which user population data is available.

Article III - Obligations of the Tribe

Section I - Consolidation

With the exception of the specific responsibilities of the Secretary identified and retained in Article IV, Section 2, and the Funding Agreement, the Tribe will perform and otherwise be responsible for the PSFAs identified in the Funding Agreement. To the extent a PSFA transferred to the Tribe in the Funding Agreement is included within a contract or grant entered into pursuant to Title I of the Act, or is subject to any obligation arising from such contract or grant, that contract or grant shall be terminated by execution of the appropriate document(s) and the parties' obligations shall be governed by this Compact and the associated Funding Agreement. All funds remaining in such contracts or grants shall be deobligated and reobligated to the Funding Agreement, as necessary to maintain carryover or other funds.

Section 2 - Amount of Funds

The total amount of funds shall be set forth in the Funding Agreement between the Secretary and the Tribe based upon Article II, Section 2.

Section 3 - Tribal Programs

The Tribe shall be responsible for the administration of PSFAs included in the Funding Agreement to the extent funding is provided to perform the Compact.

Section 4 Consolidation of Funding

The Tribe may consolidate funding from various sources to enhance PSFAs provided under its Funding Agreement. In such cases, the Tribe shall not be required to separate funds so long as the Tribe can provide sufficient data to permit an acceptable financial audit to be conducted. Nothing in this Provision should be construed as expanding the scope of the PSFAs permitted under 25 U.S.C. § 458aaa-4(b)(2).

Section 5 - Reallocation

Reallocation of funds among health PSFAs, as allowed under 25 U.S.C. § 458aaa-4(b)(2), shall not require Secretarial consent, except that the use of funds pursuant to this Compact and associated Funding Agreement shall be subject to specific directives or limitations as may be included in applicable appropriations Acts. In addition, funds may not be transferred from one Indian Health Service appropriations account to another. Specifically, funds from the Indian Health Services accounts may not

be used for purposes for which funds in the Indian Health Facilities accounts are appropriated, and vice versa, except as permitted by law.

Section 6 - Medicare, Medicaid, and Other Program Income

All Medicare, Medicaid and other program income received by the Tribe shall be treated as additional supplemental funding to that negotiated in the Funding Agreement and may be retained by the Tribe to be expended in the current or future fiscal years, except to the extent that the Indian Health Care Improvement Act (25 U.S.C. § 1602 *et seq.*) provides otherwise for Medicare and Medicaid receipts. Such funds shall not offset or reduce the amount of funds negotiated to be provided under the Funding Agreement.

Article IV - Obligations of the United States

Section 1 - Trust Relationship

Nothing in this Compact or the associated Funding Agreement waives, modifies, or diminishes in any way the trust responsibility of the United States with respect to the Tribe or its members, which exists under treaties, Executive Orders, Acts of Congress, or otherwise.

Section 2 - Retained Programs, Functions, and Services

The Secretary retains responsibility for the PSFAs that are not specifically assumed by the Tribe in the Funding Agreement. The Tribe shall continue to be entitled to benefit from all such retained PSFAs on the same basis as other tribes. The IHS, in consultation with representatives of all tribes, may reorganize to sustain its ability to provide, in the most effective and efficient manner, the PSFAs that have not been included in the Funding Agreement.

Section 3 - Financial Information

At the Tribe's request, the Secretary shall provide the following financial and other information:

- (1) annual reports of obligations and allowances, including all reports from Headquarters, the Office of Tribal Self-Governance, and the Bemidji Area Office, concerning funds provided to support PSFAs provided by Tribes or tribal organizations under this Compact and funds retained by the IHS to support PSFAs retained by the IHS;
- (2) revisions in such program plans, guidelines, or budgets as they are made;
- (3) prompt notice of any new PSFAs for which the Tribe is eligible.

Article V - Other Provisions

Section 1 – Designated Officials

On or before the effective date of this Compact, both the Secretary and the Tribe shall provide a written designation of an individual as their representative/liason.

Section 2 - Indian Preference in Employment, Contracting and Subcontracting

The Tribe shall give preference to Indians in training and employment opportunities and in awarding grants and contracts to the greatest extent feasible as required by 25 U.S.C. § 450e(b)-(c).

Section 3 - Federal Tort Claims Act Coverage Insurance

- (a) For purposes of Federal Tort Claims Act coverage, the Tribe and its employees (including individuals performing personal services contracts with the Tribe to provide health care services) are deemed to be employees of the Federal government while performing work under this Compact. This status is not changed by the source of the funds used by the Tribe to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Tribe.
- (b) Under this Compact, the Tribe's employees may be required, as a condition of employment, to provide health services to non-IHS beneficiaries in order to meet contractual obligations. These services may be provided in either Tribal or non-Tribal facilities. The employee's status for Federal Tort Claims Act purposes is not affected.

Section 4 - Compact Modifications or Amendments

Any requests for a modification of this Compact shall be in the form of a written amendment to the Compact and shall require the written consent of the Tribe and the Secretary. Upon request in writing to the other party's Designated Official, the other party shall respond to the request for modification within 60 days of the date of the request. If not approved within those 60 days, the parties agree to negotiate the proposed modification upon reconvening negotiations.

Section 5 - Interpretation of Laws and Regulations

To the extent feasible, the Secretary shall interpret Federal laws and regulations in a manner that will facilitate this Compact and any associated Funding Agreement.

Section 6 - Officials Not to Benefit

No member of or delegate to Congress shall be admitted to any share or part of any contract executed pursuant to this Compact, or to any benefit that may arise there from; but this provision shall not be construed to extend to any contract under this Compact if made with a corporation for its general benefit.

Section 7 - Covenant Against Contingent Fees

The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Compact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Tribe for the purpose of securing business.

Section 8 - Penalties

The parties agree that the criminal penalties set forth in 25 U.S.C. § 450d apply to all activities conducted pursuant to this Compact and associated Funding Agreement.

Section 9 - Use of Federal Employees

Section 104 of Title I of the Act shall apply to this Compact and to any individuals assigned or detailed to the Tribe performing functions under this Compact or leaving Federal employment to perform services under this Compact and associated Funding Agreement.

Section 10 - Extraordinary or Unforeseen Events

This Compact and any associated Funding Agreement is intended to obligate the Tribe to carry out all usual and ordinary functions respecting the PSFAs that it is undertaking to assume responsibility for pursuant to the successive Funding Agreements. In the event major unforeseen or extraordinary events occur, as jointly identified by the Tribe and the Secretary, with consequences beyond the control of the Tribe, the Tribe shall have access to additional services and resources to the same extent as such services and resources are available to non-compacting tribes in similar circumstances.

Section 11 - Sovereign Immunity

Nothing in this Compact or the Funding Agreement shall be construed as a waiver by the Tribe of its sovereign immunity.

Section 12 - Severability

- (a) This Compact shall not be considered invalid, void, or voidable if any section or provision of this Compact is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction.
- (b) In the event any section or provision of the Compact is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful, or unenforceable section or provision, in accordance with the provisions of this Compact.

Section 13 - Title I Provision(s)

Pursuant to § 516(b) of the Act (25 U.S.C. § 458aaa-15(b)0, the Tribe elects to incorporate § 105(a)(2) of Title I of the Act (25 U.S.C. § 450j(a)(I)) into this Compact.

Article VI - Attachments

Section 1 - Approval of the Compact

The resolution of the Tribe approving this Compact is attached.

Section 2 - Funding Agreement(s)

- (a) The resolution approving the Funding Agreement will be attached to each year's Funding Agreement.
- (b) The negotiated and duly approved Funding Agreement identifying the PSFAs and associated resources transferred to Tribe is hereby governed in its entirety by this Compact.

Dated this 27 day of July 2004

Oneida Tribe of Indians of Wisconsin

United States of America
Department of Health and Human Services

By: Cristina Danforth

Cristina Danforth
Tribal Chairwoman

By: Mary Joe Stanton

Dr. Charles W. Grim, DDS
Director, Indian Health Service

Oneida Tribe of Indians of Wisconsin

BUSINESS COMMITTEE



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

P.O. Box 365 • Oneida, WI 54155
Telephone: 920-869-4364 • Fax: 920-869-4040

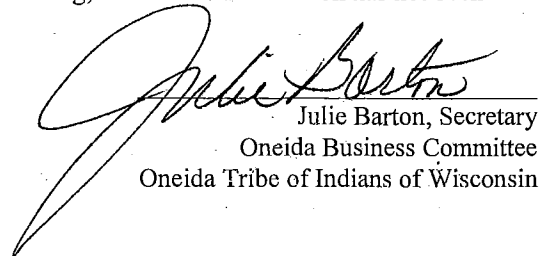
RESOLUTION # 6-30-04-B IHS - Self Governance Compact

- WHEREAS,** the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government, a Treaty Tribe recognized by the laws of the United States, and a Self-Governance Tribe with the Department of the Interior's Bureau of Indian Affairs and with the Department of Health and Human Service's Indian Health Service; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and
- WHEREAS,** the Oneida Business Committee has been delegated authority under Article IV, Section 1 of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** it is the mission of the Oneida Nation of Wisconsin to protect and improve the resources, the standards of living, and the environment in which the Oneida people live while maintaining, enforcing, and exercising the sovereign rights of the Oneida Nation; and
- WHEREAS,** the Oneida Business Committee has determined that entering into a Self-Governance Compact and Funding Agreement with the U.S. Government's Department of Health and Human Service's Indian Health Service pursuant to P.L. 93-638, as amended, supports and enhances the Oneida Nation's sovereignty.

NOW, THEREFORE, BE IT RESOLVED: that the Oneida Tribe of Indians of Wisconsin approves the Compact of Self-Governance negotiated with the Department of Health and Human Services Indian Health Service and authorizes the Chairwoman to sign the Compact as negotiated.

C E R T I F I C A T I O N

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum. 6 members were present at a meeting duly called, noticed, and held on the 30th day of June, 2004; that the foregoing resolution was duly adopted at such meeting by a vote of 5 members for, 0 members against, 0 members not voting; and that said resolution has not been rescinded or amended in any way.


Julie Barton, Secretary
Oneida Business Committee
Oneida Tribe of Indians of Wisconsin

MULTI-YEAR FUNDING AGREEMENT

BETWEEN

ONEIDA NATION

AND

THE UNITED STATES OF AMERICA

DEPARTMENT OF HEALTH AND HUMAN SERVICES

FOR INDIAN HEALTH SERVICE PROGRAMS

OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2028

Section 1 - Preamble. This Title V Funding Agreement (hereinafter referred to as the "Agreement") is entered into by the Oneida Nation (hereinafter referred to as the "Nation") and the Director of the Indian Health Service (hereinafter referred to as "Director") designated for the Secretary of Health and Human Services (hereinafter referred to as "Secretary") of the United States of America pursuant to Title V of the Indian Self-Determination and Education Assistance Act (P.L. 93-638, 25 U.S.C. § 5381 et seq.) (hereinafter referred to as "ISDEAA"), as amended, and governed by the Compact of Self-Governance entered into between the Nation and the Secretary executed on July 27, 2004 (hereinafter referred to as the "Compact"). Pursuant to the terms of the Compact and this Agreement, the Nation is authorized to plan, conduct, operate and administer the programs, services, functions and activities (hereinafter referred to as "PSFA"), and their associated resources to be transferred from the Indian Health Service (hereinafter referred to as "IHS") to the Nation for the funding period October 1, 2023 through September 30, 2028 identified in this Agreement.

All terms of this Agreement shall be governed by ISDEAA, its implementing regulations and, to the extent expressly agreed to by the parties hereto, applicable IHS policies. To the extent that any term in this Agreement may be construed as being inconsistent with the Compact or as exceeding the authority granted by the Compact, the provisions of the Compact shall govern. The attachments listed and denoted as Attachments appearing at the end of this Agreement are incorporated by reference as part of this Agreement as if fully set forth herein.

The Compact between the Nation and the Secretary and this Agreement obligates the Secretary to provide funding for PSFAs identified herein.

Section 2. Effective Date and Term. Upon execution by both parties, the Agreement shall be deemed effective as of October 1, 2023 and shall extend through September 30, 2028.

Section 3 - Nation's Programs and Services.

(A) Generally. The Nation agrees to administer, provide, or otherwise be responsible for the PSFAs identified in Attachment A in accordance with the terms of the Compact and this Agreement. Services shall be provided to IHS-eligible individuals as defined under applicable law, as well as to non-Indian spouses of IHS-eligible individuals pursuant to Oneida Nation Business Committee Resolution 11-23-05-B (Nov. 23, 2005) in Attachment E. The Nation will provide such services in a facility owned, operated, or constructed under the jurisdiction of the IHS or as otherwise permitted by the Compact permitted under the ISDEAA, as well as in home and community-based settings as authorized by law. The Nation is committed to and shall provide quality health services that shall meet applicable standards, by maintaining qualified staff; state-of-the-art equipment; a well-functioning physical plant; and the continuous supply of medical provisions required to provide quality patient care, such as satisfying the standards of accreditation of the Accreditation Association for Ambulatory Health Care (AAAHC). As provided in Section 506(e) of the ISDEAA (25 U.S.C. § 5386(e)), as amended, the Nation may redesign or consolidate PSFAs (or portions thereof) included in this Agreement pursuant to Section 505(b)(2) of the ISDEAA (25 U.S.C. § 5385(b)(2)) and reallocate or redirect funds for such PSFAs (or portion thereof) in any manner the Nation deems to be in the best interest of the health and welfare of the Indian Community being served, but only if the redesign or consolidation does not deny eligibility for services to population groups otherwise eligible to be served under applicable Federal law. The Nation reserves the right to rebudget funds among the PSFAs provided under this Agreement and to use rebudgeted funds and income generated directly through the operation of these PSFAs to fund additional PSFAs to the extent that any such PSFAs are PSFAs that the Secretary could otherwise contract with the Nation to plan, conduct or administer under Sections 102(a)(1) and 505 of the ISDEAA, 25 U.S.C. §§ 5321(a)(1), 5385. To the extent the PSFA descriptions in the Compact or Agreement conflict with the descriptions or definitions provided in the Indian Health Care Improvement Act (hereinafter referred to as "IHCIA"), as amended, the IHCIA shall prevail unless it conflicts with the ISDEAA.

(B) Liability

1. Federal Tort Claims Act. Pursuant to Article V, Section 3, "Federal Tort Claims Act Coverage Insurance" of the Compact, the Federal Tort Claims Act ("FTCA") applies to the Nation's PSFAs under this Agreement as provided in Section 516(a) of Title V, 25 U.S.C. § 5396(a), which incorporates Section 102(d) of Title 1 of ISDEAA, 25 U.S.C. § 5321(d), and Section 314 of P.L. 101-512. The extent of FTCA coverage is described more particularly in 25 C.F.R. §§ 900.180 - 900.210.

2. Grant Program and FTCA. The Nation and its employees carrying out statutorily mandated grants programs added to the Agreement are subject to the FTCA as the above-cited statutes may allow.

3. Insurance. There is no requirement that the Nation purchase liability insurance to protect or indemnify the federal government. The Nation may purchase liability insurance to supplement

FTCA coverage and such purchase may be an allowable cost under this Agreement.

Section 4 - Amount of Funds.

The Fiscal Year's 2024 Funding Tables, attached as Attachments B through D summarize the annual amounts by IHS budget category available to the Nation in the current fiscal year as of the most recent amendment to the Funding Tables. These amounts reflect program base funding for the transferred PSFAs identified in this Agreement. These amounts may be adjusted consistent with section 4(E), 4(F) and 4(G) of this agreement. These annual amounts will be adjusted to reflect any additional 2024 funding amounts after enactment of the 2024 appropriations. For subsequent fiscal years, the parties will negotiate FA Tables, which will accordingly be incorporated into this FA and will supersede the prior FY's FA Tables. IHS will transfer funds to the Nation under this FA to the extent that the Nation assumes the associated PSFAs during the associated fiscal year covered by this Agreement. The IHS funding allocations shown in Attachment B are not binding on the Nation, and the Nation may redesign program and/or rebudget funds between and among activities according to its priorities to the extent otherwise permitted by the ISDEAA and applicable federal appropriations laws, as set forth in Section 3 of this Agreement.

(A) Stable Base Budgets. In accordance with 25 U.S.C. § 5385(g), the Nation has requested budgets reflecting stable base funding for (five) 5 years including Headquarters tribal shares based on current fiscal year final annual recurring funding amounts. Notwithstanding this request, Area Office shares will be allocated based on the Bemidji Area tribal shares formula. Adjustments by IHS to the base funding amounts will be permitted in direct proportion to changes in appropriated amounts due to congressional actions. Funding adjustments will also be made by IHS when the Nation chooses to take a previously retained tribal share PSFA. The Nation will also be eligible for funding for service increases, new services, mandates, population growth, Indian Health Care Improvement Fund, Contract Support Costs and the increases in resources on the same basis as all other tribes. The Nation will also remain eligible for distribution of year end funds from any other source of funds that the IHS may from time to time determine it will distribute to operating units.

(B) Area Office Resources. Area Office resources are identified in the table entitled "Bemidji Area Office Tribal Shares Table," attached as Attachment D.

The total amount of Area Office resources that support or benefit the Nation's PSFAs annually is shown on Attachment D.

(C) Headquarters and OEHE Resources. The Nation's IHS Headquarters annual tribal shares and the funds available during the term of this agreement are shown in Attachment C. The Nation shall use these funds in support of the PSFAs in this Agreement.

The Nation will be eligible to receive a share-portion of the balance of funds remaining in the "Emergency Fund," and "Management Initiatives" line items (as shown on Attachment D). Any such balance shall be distributed in accordance with the "Tribal Size Adjustment" methodology or such other methodology or program formula that is utilized to make funding available to other

tribes and tribal organizations. Any such funds shall be distributed within ten (10) calendar days after distribution methodologies and other decisions regarding payment of these funds have been made by IHS.

(D) Contract Support Funds. Contract Support Costs. Contract Support Costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid during FY 2024, which represents the parties' estimate of the Nation's full CSC requirement pursuant to 25 U.S.C. § 5325, is shown in Attachment B for direct CSC and for indirect CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Nation's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. § 7101 et seq.

(E) Grants. Section 505(6)(2) of Title V, 25 U.S.C. § 5385(6)(2), provides, among other things, that grants administered by the Department of Health and Human Services through the IHS "with respect to which Indian tribes or Indians are primary or significant beneficiaries" may be added to the Nation's Funding Agreement after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add the Nation's diabetes grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this Funding Agreement after IHS awarded such grant(s). Grant funds will be paid to the Nation as a lump sum advance payment as soon as practicable after award of such grant. The Nation will use interest earned on such funds to enhance the purposes of the grant including allowable costs. The Nation will comply with all terms of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant. The Nation and its employees carrying out statutorily mandated ISDEAA grant programs added to this Agreement are subject to the Federal Tort Claims Act (FTCA), subject to the terms of the relevant statutes, as described above in Section 3(B).

(F) Competitive, Formula and Other Funds. Funds for PSFAs assumed by the Nation, not now included in this Agreement, which are available to area offices, service units, operating units, or tribes or tribal organizations on a competitive, formula, or other basis, including non-recurring funding, shall be determined by the relevant calculation. These funds shall be made available to the Nation on the same basis as such funds are available to other tribes and tribal organizations, and, to the extent permitted under the IHCIA and ISDEAA, to IHS, service units, operating units, and any such funds due the Nation during the term of this Agreement shall be added to this Agreement. This does not include grant awards, which remain subject to the conditions or restrictions set forth in the awarding instrument and applicable laws.

(G) Adjustments and Increases. The funding amounts referenced in this Agreement and its attachments are subject to change based upon appropriations, the transfer of IHS PSFAs, and the actual date of assumption of PSFAs by the Nation. When funds due are not transferred by the

Secretary as part of the initial lump sum payment, the parties agree they will be transferred within ten (10) days after distribution methodologies and other decisions regarding payment of those funds have been made by IHS. The Nation shall be eligible for funding for new PSFAs, PSFA increases, inflation increases, and general increases on the same basis as all other tribes and tribal organizations, and, to the extent permitted under the IHCIA and ISDEAA, to IHS, service units, and operating units. IHS shall provide amendments reflecting payment of these funds to the Nation after any such funds are added to the Agreement. The Nation retains the right to reject the addition of the funds to the Agreement and return the funds to IHS, as provided in Section 8 below.

The parties recognize that the total amount of the funding due under this Agreement is subject to adjustment due to Congressional appropriations or other laws affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such law, the amount of funding provided to the Nation in this Agreement will be adjusted as necessary after the Nation has been notified of such pending adjustment and subject to any rights which the Nation may have under this Agreement, the Compact, or the law.

(H) Reconciliation. For the term of this Agreement, reconciliations will be held between the Nation and Area Office at the request of the Nation or IHS or as needed. The parties agree that, within ten (10) calendar days of an executed written amendment with the results of each reconciliation, each party will transfer any funds due to the other party.

Section 5 - Special Earmarked Programs, Services and Functions. The Nation may not redesign or shift or transfer any of the funding for any PSFAs which are subject to special restrictions imposed by appropriations acts.

Section 6- No Reduction in Programs, Services to Other Tribes. It is the intent of the parties that pursuant to Section 515(a) of the ISDEAA, (25 U.S.C. § 5395(a)), as amended, nothing in this Agreement diminishes any PSFAs to other tribes.

Section 7 - Method of Payment. Except as provided in subsection (a) and (b) below, IHS shall pay all funds identified to the Nation in one (1) lump sum payment within thirty (30) calendar days of apportionment to IHS with the exception of program formula payments. The PSFAs shares that are distributed using a program formula shall be paid within thirty (30) calendar days after apportionment of such funds to the Area.

A. Periodic Payments. Payment of funds otherwise due the Nation under this Agreement, which are added or identified after the initial payment is made, shall be made within ten (10) business days after distribution methodologies and other decisions regarding payment of those funds have been made by IHS.

B. Prompt Payments. All payments shall be made in a prompt manner and shall be subject to the terms of the Federal Prompt Payment Act, Chapter 39 of Title 31 U.S.C.

Section 8 - Amendment or Modifications of this Agreement. Except as otherwise provided

by this Agreement, the Compact, or by law, any modifications of this Agreement shall be in the form of a written amendment and shall require written consent of the Nation and the Secretary or his/her authorized representative.

The Nation reserves the right to identify other PSFAs that it wishes to include in this Agreement by amendment during the term of this Agreement. If the Nation's proposal(s) to include additional activities is approved by IHS, this Agreement will be amended to include such PSFAs. Should the parties fail to reach agreement, the Nation may submit a final offer in accordance with the Title V procedures set out in Section 507(b)-(d) of the ISDEAA, 25 U.S.C. § 5387(b)-(d).

The Nation shall be eligible for any increases in funding or for funding for Maintenance and Improvement Funds, other reimbursements, and new programs established under the IHCIA or any other applicable law, as well as funds available to IHS Headquarters and the Area Office, whether those funds are recurring or non-recurring funds, on the same basis as other tribes and tribal organizations, and, to the extent permitted under the IHCIA and the ISDEAA, the Area Office, service units, and operating units. This Agreement shall be amended to provide for the timely payment of such funds to the Nation.

Written consent of the Nation and the Secretary shall not be required for issuing amendments which result from increases in actual appropriation levels or which represent an increase in funding for PSFAs identified in the Agreement. Such increases include, but are not limited to:

- # Program/Area/HQ Mandatories
- # Program/Area/HQ End-of-year Distributions
- # Catastrophic Health Emergency Fund (CHEF), Purchased Referred Care (PRC) Services and any unused reserves

When such an increase in funding occurs, the IHS shall notify the Nation of the increase in writing, and an amendment to the Agreement reflecting payment of these funds shall be provided to the Nation within ten (10) working days after such funds are added to the Agreement. The Nation retains the right to reject the addition of the funds to the Agreement and return the funds to the IHS.

Section 9 - Current Commission Corps Personnel. The parties agree that the terms and conditions of the detail of Commissioned Corp Officer(s) are governed by a separate and independent Memorandum of Agreement and not by this Agreement.

Section 10 - Waiver of Federal Law and Sovereignty. Nothing in this Agreement shall be construed as a waiver of Federal or Tribal sovereign immunity or as an agreement by IHS to be bound by the Nation's laws.

Section 11 - Reports. Pursuant to the Single Audit Act, as amended, 31 U.S.C. §§ 7501-7507, ISDEAA, 25 U.S.C. § 5305(f)(1), § 5386, and 42 C.F.R. § 137.200-137.207, the Nation shall provide to the IHS, the Federal Audit Clearinghouse and National External Audit Review, its annual A-133 Single Agency Audit Report. The Nation shall provide such other reports as agreed

upon by the parties from time to time.

Section 12 - Approval of Funding Agreement. Attached is an Oneida Business Committee resolution approving this Multi-year Agreement.

Section 13 - Reassumption. The parties agree that the Secretary shall reassume operation of a PSFA (or portion thereof) and associated funding transferred from the IHS to the Nation in this Agreement only in the event that the requirements of Section 507(a)(2) of the ISDEAA, 25 U.S.C. § 5387(a)(2), are met.

Section 14 - Access to Federal Insurance. Subject to guidance established by Office of Personnel Management, the Nation may exercise its right under Section 409 of the IHCA, 25 U.S.C. § 1647b, to provide federal life and health insurance to its employees.

Section 15 - Records. Except as provided by law, the records generated and maintained by the Nation shall not be treated as federal records under Chapter 5 of Title 5 of the United States Code, except that:

(A) **Patient Records Disclosure.** Patient medical records may be disclosed only in accordance with the applicable provisions of 5 U.S.C. § 552a(b) and the HIPAA Privacy Rule, 45 C.F.R. Parts 160 and 164; and

(B) **Patient Records Storage.** Pursuant to Section 105(0) of the ISDEAA, 25 U.S.C. § 5324(0), the medical records generated by the Nation shall, at the option of the Nation, be stored with the National Archives and Records Administration to the same extent and in the same manner as other Department of Health and Human Services patient records.

Section 16 - Medicare/Medicaid and Third-Party Billing and Recoveries. For health care services provided by the Nation, the Nation shall exercise its right pursuant to 25 U.S.C. § 1621e, to submit claims directly to and recover directly from Medicare and Medicaid and other third parties responsible for payment. All funds recovered from Medicare and Medicaid shall be used as allowed by applicable law.

a. **Reimbursement of Funds.** The Nation has elected to directly collect Medicare and Medicaid payments as provided in Section 401 of the IHCA, 25 U.S.C. § 1641, as amended. The Nation is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third-party payer for services provided under this Agreement (and previous annual funding agreements) in accordance with Section 401 of the IHCA, as amended, by Public Law 111-148, 25 U.S.C. § 1641, and Section 206 and 207 of the IHCA, as amended at 25 U.S.C. §§ 1621e and 1621f.

b. **Use of Third-Party Collections.** All Medicare, Medicaid and other program income earned by the Nation shall be treated as supplemental funding to that negotiated in the Agreement. The Nation may retain all such income and expend such funds in the current year or in future years except to the extent that the IHCA, as amended (25 U.S.C. § 1601 *et seq.*) provides otherwise for Medicare and Medicaid receipts. Such funds shall not result in any off-set or

reduction in the amount of funds the Nation is authorized to receive under its Agreement in the year the program income is received or for any subsequent fiscal year, 25 U.S.C. § 5388G).

c. Recovery Right. The Nation has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with Section 206 of the IHCA, as amended at 25 U.S.C. § 1621e.

Section 17 - Recoveries, Program Income and Reimbursements. To the extent that the Nation or IHS (including any IHS-operated service units) receive program income otherwise payable to either the IHS or the Nation, in accordance with 25 U.S.C. §§ 1621(e) and 1621(t) and other applicable law, Medicare and Medicaid and other third party collections, quarters reimbursements, and other reimbursements, the funds will be promptly transferred to the appropriate party, unless a specific deadline for transfer is stated in this Agreement, in which case the stated deadline shall apply.

Section 18 - Personal Property. The Nation shall take title to all personal property purchased with funds under the Nation's Compact.

Section 19 - 340B Program. The Nation will continue to purchase pharmaceuticals and medical supplies through the 340B program.

Section 20 - Subsequent Funding Agreements. The parties agree to comply with section 505(d) of the ISDEAA, 25 U.S.C. § 5384(d). The amount of funds required to be provided by Sections 106(a) and 508(c) of the ISDEAA for each subsequent Agreement, which is subject to the availability of appropriations, shall only be reduced in compliance with the requirements of Sections 106(b) and 508(d) of the ISDEAA, 25 U.S.C. §§ 5325, 5388.

Section 21 - Disputes. The parties to this Agreement may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Section 507(b)-(d) of Title V, 25 U.S.C. § 5387(b)-(d). The Nation does not waive any remedy it may have under the law with regard to these issues and any others not listed therein.

Section 22 - Title I Discretionary Provisions Applicable to this Agreement. As authorized in 25 U.S.C. § 5396(6), the Nation exercises its option to include the following provisions of Title I of the ISDEAA as part of this Agreement; these provisions will have force and effect as if they were set out in full in Title V of that ISDEAA:

- 25 U.S.C. § 5304(e) (defining "Indian tribe");
- 25 U.S.C. § 5322(b) (relating to grants);
- 25 U.S.C. § 5322(d)(1) (relating to duty of Secretary to provide technical assistance);
- 25 U.S.C. § 5324(a)(1) (relating to contracting or cooperative agreement law);
- 25 U.S.C. § 5328(b) (relating to conflicting laws and regulations);
- 25 U.S.C. § 5324(1) (relating to the IHS lease of facilities owned or leased by the Nation)
- 25 U.S.C. § 5329, section 1(b)(8)(F) (relating to screener identification);
- 25 U.S.C. § 5329, section 1(b)(9) (relating to availability of funds);

25 U.S.C. § 5329, section 1(d)(1)(B) (relating to construction of the contract);
and
25 U.S.C. § 5329, section 1(d)(2) (relating to good faith).

Section 23 — Severability. Except as provided in this section, this Agreement shall not be considered invalid, void or voidable if any section or provision of this Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction.

If any section or provision of this Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction, and if the parties mutually agree, the parties may at their option, treat this Agreement as invalid, void or voidable or terminate it in accordance with the provisions of this Agreement.

THE FOREGOING PROVISIONS OF THIS FUNDING AGREEMENT TO THE COMPACT OF SELF-GOVERNANCE BETWEEN THE ONEIDA NATION AND THE INDIAN HEALTH SERVICE ARE HEREBY AGREED TO ON THE DATES INSCRIBED BELOW

Dated this _____ day of _____, 2024.

By: Tehassi tasi Hill
Tehassi tasi Hill, Chairman
Oneida Nation

By: _____
Authorized Signature
Indian Health Service
Printed Name: _____
Title: _____

Attachment A – FY 2024-2028 Summary of Current PSFAs
Attachment B – Oneida Nation Program and CSC funding
Attachment C – Oneida Nation Headquarters Shares Table
Attachment D – Bemidji Area Office Tribal Shares Table
Attachment E – Oneida Nation Business Committee Resolution

Attachment A

ATTACHMENT A

Oneida Nation FY 2024-2028 Funding Agreement Summary of Current PSFAs

The Oneida Nation offers comprehensive community health services for the prevention, diagnosis, treatment, consultation, and rehabilitation of diseases and conditions. Services include, as further described below; Medical Services, Behavioral and Mental Health Services, Preventative Health Services, Public Health Services, Environmental Health Services, and Home and Community Based Services. Services are offered in various locations as listed in Exhibit 1 including direct outpatient care, telehealth consultation, 24 hour on call services, nursing home care, community support and services, home care and elder care.

This Attachment is a list of programs, services, functions and activities (PSFAs), and those reasonably inferred therefrom, which the Oneida Nation currently compacts and provides. The Oneida Nation will periodically supplement this list with notice to the Director as may be appropriate.

The PSFAs the Nation administers under the terms of its Funding Agreement (FA) with the IHS are described below in accordance with Section 505(b) of the ISDEAA, 25 U.S.C. § 5385(b).

A. Medical Services

1. Ambulatory Medical Services: The Oneida Comprehensive Health Division provides a comprehensive range of primary and specialty healthcare services, appropriate for a local medical center to prevent and treat disease and injury and to promote improvements in health status and outcomes. All medical services, treatments, laboratory, and radiology services provided to pediatric and adult patients at the Oneida Comprehensive Health Division including the coordination of referrals to outside services not available at the clinic.
2. Anesthesia Services: Provides outpatient services for pediatric and adult patients which includes the diagnosis, medical and surgical treatment, education, prevention, and consultation including, but not limited to, General Regional and Local Anesthesia, post-anesthesia care, and pain management.
3. Audiology: Provides outpatient medical care for pediatric and adult patients which includes the diagnosis, treatment, education, prevention, and consultation including, but not limited to, audiology medical and surgical treatment, hearing aid selection and fittings, audiology therapy.
4. Behavioral and Mental Health Screenings: Provides services including,

but not limited to, screening, assessment and referrals to appropriate inpatient/outpatient centers, and short-term counseling and group activities for patients.

5. Clinical Research: Research programs approved by the Oneida Comprehensive Health Division and the Oneida Nation that support the PSFAs covered by the funding agreement.
6. Community Health Case Management - Long Term Care: Provides planning and assistance for elder care, independent living care, home respite care and in-home chore assistance to qualified patients, dementia care specialty assistance for patients and caregivers, and related services.
7. Home Health Agency: Provides part-time or intermittent skilled nursing care and other services as needed to patients in their home. Examples of services include help with assistive devices, gait training (standing and walking), medicines and when to take them for complex medical conditions, transfer techniques (how to move from one surface to another), urinary catheters, wound care, and chronic disease management. The parties acknowledge and agree that there will be no additional funding associated with this PSFA.
8. Complementary and Alternative Medicine Services: Provides complementary and alternative medicine (CAM) patient care services, which can be demonstrated to be reasonably safe and effective and are indicated for the patient's diagnosis or condition, and which are provided either (a) through a referral from a provider on the Oneida Comprehensive Health Division medical staff or (b) by a medical staff member who is credentialed and privileged as required by the clinic's accrediting or certifying body for the specific CAM services to be provided.
9. Dental Services: Provides outpatient services for pediatric and adult patients which includes the diagnosis, medical and surgical treatment, education, prevention, and consultation for dental health and dental disease through services including, but not limited to, General Dentistry, Pediatric Dentistry Oral Surgery, Orthodontics, Endodontic, Periodontal care, and the coordination of referrals to outside services not available at the Oneida Comprehensive Health Division.
10. Diabetes Treatment and Prevention Services: Provides primary, secondary, and tertiary prevention services, including, but not limited to, diagnosis, treatment, education, prevention, research, screening, monitoring case management services, including peritoneal dialysis, and physical fitness training related to diabetes treatment and prevention services.

11. Family Health Services: Provides outpatient medical care for pediatric and adult patients which includes the diagnosis, treatment, education, prevention, and consultation including, but not limited to, Primary Care and Subspecialty Services such as Geriatric, Rheumatology, Dermatology, Neurology, Infectious Disease, Hematology, Nephrology, Cardiology, Pulmonary Disease, Allergy, Immunology, Oncology, Nutritional Therapy, Endocrine and Metabolic and Nutritional Disorders.
12. Internal Medicine: Provides outpatient medical care for adolescent and adult patients which includes the diagnosis, treatment, education, prevention, and consultation including, but not limited to, Primary Care and Subspecialty Services such as Geriatric, Rheumatology, Dermatology, Neurology, Infectious Disease, Hematology, Nephrology, Cardiology, Pulmonary Disease, Allergy, Immunology, Oncology, Nutritional Therapy, Endocrine and Metabolic and Nutritional Disorders.
13. Laboratory Services: Provides a full range of laboratory services including, but not limited to, chemistry, hematology, pathology, microbiology, transfusion services, and clinical tests in support of patient diagnosis and treatment.
14. Medical Benefits Assistance: Provides patients and caregivers with assistance in identifying and applying for alternate resources through qualifying state and federal programs, including, but not limited to Purchased/Referred Care.
15. Medical Gases: Prescribes and administers liquefied, dissolved, vaporized, and cryogenic compressed medical gases alone or in combination as defined in the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 321(g)(I).
16. Patient Travel Costs: The Oneida Comprehensive Health Division provides and funds patient transportation in accordance with Section 213 of IHCA, 25 U.S.C. § 1621/, as amended, and employee travel and travel management essential to the performance of this PSFA. This includes providing funds to pay for a qualified escort to accompany the patient traveling for the provision of health care services. Transportation includes, but is not limited to, air transportation, transportation by private or specialty vehicle or ambulance, and transportation by other means when air or ground transportation is not available.
17. Nurse Services - Chronic Disease: Provides outpatient services for pediatric and adult patients including, but not limited to, evaluation, treatment, education, prevention, and consultation for chronic disease and medication management.

18. Nurse Services - Clinic Based: Nursing care is provided within the scope of standard nursing practices. Nursing Care includes outpatient medical and surgical services for adult, pediatric, prenatal, perinatal and childbilih patients.
19. Nurse Services - Population Based: Provides outpatient pediatric and adult community-based nurse services that include, but are not limited to, car seat education clinics, specialty clinics, immunization clinics, communicable disease investigation, school nursing, the Prenatal Care Program, and nursing services in support of the Head Start Program.
20. Obstetrics and Gynecology: Provides outpatient obstetrical and gynecological care which includes the diagnosis, medical and surgical treatment, education, prevention, and consultation including, but not limited to, Women's Primary Care, Well-Woman visits and exams, prenatal care, perinatal care, and post-partum care, doula services, antenatal testing, amniocentesis, ultrasound examinations, endometrial biopsy, LEEP, reproductive healthcare, lactation consultations, support for high-risk deliveries, and surgery for gynecological and uro-gynecological diseases and conditions.
21. Occupational and Speech Therapy: Provides outpatient services for pediatric and adult patients including evaluation, treatment, education, prevention, and consultation including, but not limited to, speech-language therapy and occupational therapy, screening, diagnosis, rehabilitation, and prevention with a wide variety of diagnoses, to patients who have conditions that are mentally, physically, developmentally, or emotionally disabling, to help them to develop, recover, or maintain daily living and work skills.
22. Optometry and Ophthalmology: Provides outpatient services for pediatric and adult patients which includes diagnosis, medical and surgical treatment, education, prevention, and consultation including, but not limited to, optometry and ophthalmologic medical and surgical treatment (e.g., minor surgery, laser therapy) and management of diseases and disorders of the visual system, and related structures as well as in the diagnosis of related systemic conditions (e.g., diabetes and macular degeneration), visual acuity, visual field testing, the prescribing and dispensing of glasses and contact lenses.
23. Pediatrics: Provides outpatient medical care for newborn infants, children, and adolescent patients which includes the diagnosis, treatment, education, prevention, and consultation including, but not limited to, Primary Care and Subspecialty Services such as Genetics, Rheumatology, Dermatology, Neurology, Infectious Disease, Hematology, Nephrology, Cardiology, Pulmonary Disease, Allergy, Immunology, Oncology, Nutritional Therapy, Endocrine and Metabolic and Nutritional Disorders, and school and sports

physical examinations, Well Child visits and examinations, and medication maintenance.

24. Pharmaceutical Services: Provides pharmaceutical services for pediatric and adult patients including, but not limited to, prescribing therapies (e.g., anticoagulation clinics), recommending therapies, dispensing medications and monitoring of medication treatment plans to assure appropriate, safe, cost effective therapies, and provides patient education and information regarding pharmaceutical treatment to assure compliance and mediate against potential adverse effects (e.g., lipid clinic and other patient related counseling), to include the provision of a clinical pharmacist integrated into the Medical Clinic.
25. Physical Therapy: Provides-evaluation and treatment services for pediatric and adult patients including, but not limited to:
 - Physical Therapy Services: Provides outpatient services for pediatric and adult patients including evaluation, education, treatment, prevention, and consultation including, but not limited to, patients with acute and chronic neurological disease and disorders, musculoskeletal and joint disorders and diseases, pre- and post-operative evaluation and treatment, wound care, ongoing care for diabetic patients, self-care education, and coordination with other patient services. Under direction of the medical provider or physical therapist, provide and coordinate services with multiple health and fitness disciplines to promote prevention, long-term outcomes, and improved functional mobility throughout the patient lifespan.
 - Cardiac and Pulmonary Rehabilitation Services: Provides outpatient services for pediatric and adult patients including evaluation, treatment, education, prevention, and consultation including, but not limited to, cardiopulmonary rehabilitation which is a physician referred program offering both monitored, and non-monitored cardio-pulmonary physical training; education and training that, includes diet, stress management, and smoking cessation; and other interventions to promote a healthier lifestyle.
26. Podiatry: Provides outpatient services for pediatric and adult patients including evaluation, treatment, education, prevention, and consultation for disorders of the foot, ankle, and lower leg, including, but not limited to, physical examinations, medical tests, minor surgeries, and custom orthotics.
27. Purchased/Referred Care ("PRC"): Authorizes funds within established medical priorities for certain services provided by non-IHS or non-tribal providers and facilities in the service area. Access by qualified beneficiaries to PRC may be obtained only by authorization of Oneida Comprehensive Health Division staff that has been delegated the authority to approve PRC.

This requires that beneficiaries must be eligible for PRC services in accordance with 42 C.F.R. § 136.23 and referred by an Oneida Comprehensive Health Division physician/provider to the PRC program for consideration of their PRC request prior to approval, or must obtain required approval for care as provided by applicable federal regulations.

28. Radiology: Provides outpatient services for pediatric and adult patients which includes, but is not limited to, providing diagnostic examinations that include general radiography, mammography, ultrasound, echo cardiogram, tele-radiology, computed tomography (CT) scans, biopsy, vascular and interventional procedures, MRI (magnetic resonance imaging), bone density studies, and the coordination of referral to outside services not available at the Oneida Comprehensive Health Division.
29. Respiratory Services: Provides outpatient diagnostic and treatment services for pediatric and adult patients including, but not limited to, ECG (Electro Cardio Gram), Holter monitoring, event monitoring, arterial blood gases, pulmonary function testing, pulse oximetry, nebulizer and IPPB (Intermittent Positive Pressure Breathing) therapy, sleep disorder laboratory testing and treatment, and ventilator support.
30. Surgical Services: Provides outpatient services for pediatric and adult patients, which includes the diagnosis, medical and surgical treatment, education, prevention, and consultation including, but not limited to the coordination of referral to outside services not available within Oneida Comprehensive Health Division.
31. Telemedicine Services: Provides outpatient services for pediatric and adult patients including evaluation, treatment, education, prevention, and consultation including, but not limited to, the diagnosis and treatment, consultation, monitoring, and management of patients through interactive audio, video, and data modalities supported by telehealth at the Oneida Comprehensive Health Division and at satellite sites. Tele-radiology services are also supported to provide interpretation of diagnostic images with contract providers.
32. Traditional Healing: Provides services including, but not limited to, traditional Oneida healing practices and ceremonies. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1680u. The United States is not liable for damage, injury, or death that results from traditional health care practices.
33. Coordination of Referrals: When services are not available through the Oneida Comprehensive Health Division, the Division will coordinate

referrals to outside providers.

B. Behavioral and Mental Health Services

1. Individual and Family Support Services: Provides coordinated services and assistance for pediatric and adult patients and their caregivers, including, but not limited to, coordinating treatment options, providing health education, child protective services intervention, domestic violence and abuse intervention, social work services, and coordinating with mental and behavioral health services and other patient services.
2. Medication Management: Provides outpatient pediatric and adult patients with medication assessment, consultation, and processing with qualified staff.
3. Mental Health Services: Provides outpatient counseling and psychiatric services to individuals and families, including, but not limited to, counseling, psychiatric services, evaluations, including court-ordered evaluations and evaluations pursuant to memoranda of agreement, telephone consultation to providers, access to 24-hour crisis line, outpatient and community-based consultations. Provides services including, but not limited to, assistance with psychosocial issues, individual and group therapy and counseling sessions, consultation and training, developing care and placement plans, suicide intervention and prevention, and coordinating patient case management with other patient services, including referral to outside services not available at the Oneida Comprehensive Health Division.
4. Problem Gambling Treatment: Provides intervention, counseling, and ongoing care for individuals struggling with gambling addiction.
5. Substance Use Treatment Services: Provides holistic, trauma-informed outpatient substance abuse assessment and treatment services to adolescent and adult patients, including, but not limited to, individual, group, and family therapy and counseling sessions, psychotherapy, psychiatry, tobacco cessation, home health services and in-home care, traditional healing, alternative health modalities (e.g., breath work, Reiki, reflexology), suicide intervention and prevention, residential treatment coordination, pre- and post-treatment care, and coordinating patient case management with other patient services, including referral to outside services not available at the Oneida Comprehensive Health Division. The United States is not liable for damage, injury, or death that results from traditional health care practices.

C. Preventative Health Services

1. Community Health Representatives: Provides outpatient services for

pediatric and adult patients including, but not limited to, evaluation, treatment, education, prevention, and consultation for in-home chronic disease monitoring, medication ordering and delivery, medical care advocacy and referrals, and medical transportation.

2. Health Education, Health Promotion, and Disease Prevention: Provides an integrated holistic approach that is directed at individual and community empowerment with positive, proactive approaches to making healthy lifestyle changes. Provides health education materials, events, training, and services, including, but not limited to, employee and community health fairs, mobile clinics, school-based health programs, flyers, physical fitness training and education provided under direction of a medical practitioner or related to medical care, and reports to community members about health-related issues and to prevent the transmission, persistence, and recurrence of disease.
3. Public Health Nursing: Provides public health nursing service that focus on population health, with the goal of promoting health and preventing disease and disability.
4. Nutrition and Dietetics: Provides services for pediatric and adult patients including evaluation, treatment, education, prevention, and consultation including, but not limited to, medical nutritional therapy, nutritional screening and assessment, nutritional education and monitoring, supplemental feedings, consultative assistance for selected patients, and the food service that is responsible for providing patient meals and cafeteria service for patients, visitors, and employees.
5. Worksite Safety and Health Training: Provides services to improve community healthcare, including, but not limited to, CPR and first aid training, safety training, work-station ergonomic assessments, substance abuse recognition training, drug and alcohol testing, health education and awareness programs, and other trainings and assessments.
6. Epidemiology: Provides epidemiology services including managing and analyzing public health information, investigating diseases of concern, developing and implementing disease prevention and control programs, responding to public health emergencies, and coordinating these activities with other public health partners. The parties acknowledge and agree that there will be no additional funding associated with this PSFA.

D. Environmental Health Services

1. Safety/Injury Prevention: Provides for the development, implementation, on-going monitoring, and periodic review of safety and injury prevention policies and procedures at the Oneida Comprehensive Health Division and

at its community-based services.

2. Sanitation Projects: Provides for site inspection, surveying, investigation, monitoring, oversight, assessment, maintenance, and repair of sanitation-related projects to ensure that the Oneida Nation complies with applicable environmental and human health and safety laws and regulations.
3. Waste and Wastewater Treatment and Disposal: Provides for the monitoring, assessment, treatment, and appropriate disposal of waste and wastewater generated at the clinic and at its community-based services in accordance with applicable environmental and human health and safety laws and regulations. Provides education and ensures compliance with applicable federal, state, and tribal laws regarding residential trash/recycling services and waste reduction programs.
4. Environmental Health Services to the Community: Provides pet safety program to reduce animal bites, pet vaccination and spaying/neutering services. Conducts food safety classes for food service workers and inspection for food service licensing. Ensures compliance with applicable federal, state, and tribal laws governing private wells, parks, swimming pools, recreational swimming waters, and restaurants. Provides education regarding lead in drinking water. Conducts healthy home assessments and elder fall prevention programs.

E. Facilities

1. Architectural and Engineering: Includes, but is not limited to, developing, managing, and carrying out engineering-related projects for the Oneida Comprehensive Health Division and its physical infrastructure, and planning of new facilities and PSFAs consistent with the IHCI, provided that such activities shall not include actual construction of new facilities using IHS funds.
2. Anna John Resident Centered Care Community: Provides for long-term care and rehabilitation services for pediatric and adult patients, including, but not limited to, physical therapy, nursing services, nutrition and dietetics, social work services, administrative services, traditional healing, and other patient and caregiver services, as authorized and defined in the IHCI at 25 U.S.C. § 1621d, as amended. The United States is not liable for damage, injury, or death that results from traditional health care practices.
3. Drug and Alcohol Rehabilitation and Treatment: Includes, but is not limited to, outpatient and walk-in services, individual and group therapy and counseling rooms, community-based home visits, limited Residential Treatment Services, and coordination of referral to outside services if such services are not then available at the Oneida Comprehensive Health

Division.

4. Facilities Operation and Management: Includes, but is not limited to, performance and management of contracting activities and facility procurement, maintenance and repair of related grounds, associated physical plant equipment, security, and renovation activities, including Maintenance & Improvement (M&I) funded projects and activities, provided that such activities shall not include actual construction of new facilities using IHS funds.

F. Administration

1. Administrative Services: Includes, but is not limited to, strategic and operational program planning, financial management, grant applications and management, compact, contract and funding agreement management, lease management, personnel management, and ensuring that the Executive Management Team Directors meet or exceed the requirements of regulatory programs.
2. Business Office: Provides financial services including, but not limited to, organizing, coordinating and executing budget, grant, tribal contribution, and financial operations for the Oneida Comprehensive Health Division. Also includes billing which includes, but is not limited to, providing complete and accurate patient data for providers, collecting data on reimbursable expenses incurred by patients, generating bills for collection from patients and other payers (primarily Medicare, Medicaid, and private insurance), processing PRC claims, conducting utilization review, insurance verification, and collection activities.
3. Educational Programs: Includes, but is not limited to, providing training, educational services and clinical rotations established in support of the PSFAs covered by the funding agreement. Also includes providing programmatic consultations, proctoring and training of healthcare providers from other IHS facilities, P.L. 93-638 facilities, Oneida Nation programs, and non-IHS and tribal facilities. Also includes engaging in, funding, carrying out, conducting or taking part in programs, projects, and services designed to improve, protect and/or restore individual, community, and public health to achieve outcomes improvements in access to, and the quality of, healthcare and the overall health both of individuals and communities as a whole in the area served by the Oneida Comprehensive Health Division. Also includes engaging in, funding, carrying on, conducting or taking part in educational and training programs and courses of instruction in the field of medicine and preventive medicine and in nursing and in the regulation, diagnosis, treatment and care of diseases, disorders, maladjustments and abnormalities of the human body.
4. Housekeeping Services: Provides services including, but not limited to,

waste, trash and infectious waste removal, linen management, routine and urgent cleaning for the Oneida Comprehensive Health Division.

5. Human Resources: Includes, but is not limited to, administering and implementing policies and procedures related to human resource programs. Includes all employee training, education and development functions for all departments and services of the Oneida Comprehensive Health Division.
6. Infection Control Services: Provides services including, but not limited to, management of the coordinated process to reduce the risks of endemic and epidemic nosocomial infections in patients, healthcare workers, and other employees that is accomplished through surveillance methodologies, education and reporting internally and when appropriate, to outside public health agencies.
7. Information Technology: This function includes, but is not limited to, the provision of all aspects of technical (computerized, digital) information management. The information and technology services support function provides hardware, software, and applications development and maintenance, telecommunications, remote data services, overall systems and operations management, including senior leadership level information management.
8. Medical Records: Maintains a comprehensive medical record system that is manual and/or electronic that includes, but is not limited to, record storage and retrieval, review and analysis of medical records, transcription, inpatient and outpatient data collection and management, and managing release of medical information.
9. Medical Services Administration: This function includes, but is not limited to, providing technical and logistical management for all support services and operations for capitalized and non-capitalized equipment, vehicles, drugs, medical supplies and forms. Material support services range from management and distribution of supplies, equipment and mail, to inventory control of equipment assets.
10. Patient Registration: Registers patients for the receipt of healthcare Services at the Oneida Comprehensive Health Division, including, but not limited to, verifying third-party insurance and completing the necessary paperwork for patient care.
11. Travel Related to the Performance of a PSFA: To the extent authorized under the IHClA and not inconsistent with the ISDEAA, the Oneida Comprehensive Health Division employees conduct official travel

essential to the performance of the listed PSFAs.

G. Home and Community Based Services: The Nation shall provide home care and other community-based services to its members, as defined in the IHCA, 25 U.S.C. § 1621d, including those that are enrolled in the Wisconsin Family Care program who choose to receive services from the Nation. Home care and other community-based services, which shall be provided in support of other skilled nursing and medical services, shall provide assistance to the disabled and homebound, or bedridden in the form of: household chores, food preparation, feeding, bathing assistance, medical check-ups and medication assistance. The Nation shall provide other services that include, but are not limited to, respite, nutrition, transportation assistance, and the planning and development of additional services.

Exhibit 1 to Attachment A

Exhibit 1

Oneida Nation FY 2024-2028 Funding Agreement Summary of Current PSFAs

Non-Exclusive List of Locations in which the Oneida Nation administers Programs, Services, Functions and Activities under the terms of its Funding Agreement with the IHS

Oneida Community Health Center (OCHC)
525 Airport Drive
Oneida, WI 54155

Anna John Resident Centered Care Community (AJRCCC)
2901 South Overland Road
Oneida, WI 54155

Oneida Behavioral Health (OBH) KaNi Kuhl' Yo Family Center
2640 West Point Road
Green Bay, WI 54304

Oneida Employee Health Nursing
701 Packerland Drive
Green Bay, WI 54303

Oneida Nation High School
N 7210 Seminary Road
Oneida, WI 54155

Oneida Nation Elementary School
N7125 Seminary Road
Oneida, WI 54155

Oneida Nation Veteran's Department
134 Riverdale Drive
Oneida, WI 54155

Seymour Middle & High School
10 Circle Drive
Seymour, WI 54165

Oneida Behavioral Health Cottage 2 - Recovery Nest
1240 Packerland Drive
Green Bay, WI 54304

Oneida Little Bear Development Center
N7332 Water Circle Place

Oneida, WI 54155

King Elementary School
1601 Dancing Dunes Drive
Green Bay, WI 54313

Lombardi Middle School
1520 South Point Road
Green Bay, WI 54313

Southwest High School
1331 Packerland Drive
Green Bay, WI 54304

West De Pere Middle School
1177 S 9th Street
De Pere, WI 54115

West De Pere High School
665 Grant Street
De Pere, WI 54115

Rock Ledge Elementary School
330 W Hickory Street
Seymour, WI 54165

Attachment B

SELF-GOVERNANCE FA TABLE

Cumulative Funding Report
Tribe: Oneida Tribe of Indians of Wisconsin

FA# 67G970045

Updated through Amendment # OS

FY: 2024 Date: 06/25/2024

SUB SUB ACTIVITY	PROGRAM			AREA OFFICE TRIBAL SHARES			HEADQUARTERS TRIBAL SHARES			TOTALS		
	FA	Retained	Pgm Total	FA	Retained	Area Total	FA	Retained	HQ Total	FA	Retained	FA Total
	Amount	Services	Amount to Be Rec'd	Amount	Services	Amount to Be Rec'd	Amount	Services	Amount to Be Rec'd	Amount	Services	Amount to Be Rec'd
Hospitals & Clinics (75 4/5 0390)	\$12,525,237	(98,274)	12,426,963	\$381,444	(24,799)	356,645	\$262,658	(26,701)	235,957	\$13,169,339	(149,n4)	13,019,565
Dental (75 4/5 0390)	\$295,205	\$0	295,205	\$0	\$0	0	\$13,623	\$0	13,623	\$308,828	\$0	308,828
Mental Health (75 4/5 0390)	\$76,084	\$0	76,084	\$0	\$0		\$14,953	\$0	14,953	\$91,037	\$0	91,037
Alcohol & Substance Abuse (75 4/5 0390)	\$505,116	\$0	505,116	\$14,039	\$0	14,039	\$33,008	\$0	33,008	\$SS2,163	\$0	552,163
Indian Health Care Improvement Fund (75 -	\$2,986,790	\$0	2,986,790	\$0	\$0	0	\$0	\$0	0	\$2,986,790	\$0	2,986,790
Public Health Nursing (75 4/5 0390)	\$160,792	\$0	160,792	\$0	\$0		\$6,301	\$0	6,301	\$167,093	\$0	167,093
Health Education (75 4/5 0390)	\$195,449	\$0	195,449	\$0	\$0		\$5,505	\$0	\$,505	\$200,954	\$0	200,954
Community Health Reps. (75 4/5 0390)	\$337,767	\$0	337,767	\$0	\$0		\$11,504	\$0	11,504	\$349,271	\$0	349,271
Direct Operations (75 4/5 0390)	\$0	\$0		\$0	\$0		\$76,648	(3,143)	73,505	\$76,648	(3,143)	73,505
TOTAL, Services (75 4/5 0390)	\$17,082,440	(98,274)	16,984,166	\$395,483	(24,799)	370,684	\$424,200	(29,844)	394,356	\$17,902,123	(152,917)	17,749,206
Hospitals & Clinics (75 3/4 0390)	\$0	\$107,214	107,214	\$0	\$0	0	\$0	\$0	0	\$0	\$107,214	107,214
TOTAL, Services (75 3/4 0390)	\$0	\$107,214	107,214	\$0	\$0		\$0	\$0		\$0	\$107,214	107,214
Purchased/Referred Care (75 X 0390)	\$5,535,091	\$0	5,535,091	\$0	\$0		\$14,918	\$0	14,918	\$5,550,009	\$0	5,550,009
TOTAL, Services (No-year)	\$5,535,091	\$0	5,535,091	\$0	\$0	0	\$14,918	\$0	14,918	\$5,550,009	\$0	5,550,009
Environmental Health Support (75 X 0391)	\$1,000	\$0	1,000	\$278,268	(\$222,268)	56,000	\$0	\$0	0	\$279,268	(\$222,268)	57,000
Facilities Support (75 X 0391)	\$0	\$0	0	\$22,824	(\$22,824)		\$0	\$0		\$22,824	(\$22,824)	0
OEHE Support (HQ Shares 7S X 0391)	\$0	\$0		\$0	\$0		\$12,754	(10,691)	2,063	\$12,754	(\$10,691)	2,063
Equipment (75 X 0391)	\$190,562	\$0	190,562	\$0	\$0		\$0	\$0	0	\$190,562	\$0	190,562
TOTAL, Facilities	\$191,562	\$0	191,562	\$301,092	(\$245,092)	56,000	\$12,754	(10,691)	2,063	\$505,408	(\$255,783)	249,625
FY 24 CSC - Direct	\$3,416,060	\$0	3,416,060	\$0	\$0	0	\$0	\$0	0	\$3,416,060	\$0	3,416,060
FY 24 CSC - Indirect	\$3,117,676	\$0	3,117,676	\$0	\$0		\$0	\$0		\$3,117,676	\$0	3,117,676
TOTAL, FY 24 CSC	\$6,533,736	\$0	6,533,736	\$0	\$0		\$0	\$0		\$6,533,736	\$0	6,533,736
CHEF (FY 75 X 0390)	\$425,237	\$0	425,237	\$0	\$0		\$0	\$0		\$425,237	\$0	425,237
TOTAL, Other	\$425,237	\$0	425,237	\$0	\$0		\$0	\$0		\$425,237	\$0	425,237
GRAND TOTAL, FA	\$29,768,066	8,940	29,777,006	\$696,575	(269,891)	426,684	\$451,872	(40,535)	411,337	30,916,513	(301,486)	30,615,027

Attachment C

Table #4
HQ PFSA's for FY 2024 TSA and Program Formula Lines
\$ in Pool, Eligible Shares, and Prior Payment
Based on FY'2023 IHS Appropriation

ONEIDA				8/31/2023	Shares Allocable to FA			Eligible for 2024	
ONEIDA				\$ in Pool	Eligible	Paid in	Elig. In	Leave	Due
				TSA PF BB TSA+PF	Shares	0	0	0	0
Hospitals & Clinics					\$0	\$184,760	\$262,658	\$26,701	\$235,957
101	Emergency Fund		X		0	0	0	0	0
104	Inter-Agency Agreements				0	5780	5780	0	5,780
105	Management Initiatives		X		0	0	0	0	0
106	A.C.O.G. Contract	X			0	459	459	0	459
107	H.P/D.P. Initiatives	X	X		0	8,434	8,434	0	8,434
110	N.E.C.I.	X			0	0	5,170	5,170	0
111	Nurse Initiatives	X			0	5,894	5,894	0	5,894
112	Nursing Costeps	X			0	3,042	3,042	0	3,042
113	Chief Clinical Consultant	X			0	1,295	1,295	0	1,295
115	Emergency Medical Svcs	X			0	1,736	1,736	0	1,736
117	Tradional Advocacy Program	X			0	469	469	0	469
118	Research Projects	X			0	5,996	5,996	0	5,996
119	A.A.t.P. Contract	X			0	125	125	0	125
120	Clinical Support Center-Phoenix	X			0	8,793	8,792	0	8,792
121	Costeps-Non Physicians	X			0	385	385	0	385
123	Physician Residency	X			0	1,305	1,306	0	1,306
124	RecruitmenURetention	X			0	9,670	9,671	0	9,671
125	U.S.U.H.S., etc	X			0	14,456	14,456	0	14,456
126	D.I.R. Support Fund	X			0	68,404	116,921	5,846	111,075
127	Evaluation	X			0	4,994	4,995	0	4,995
128	National Indian Health Board	X			0	20	2,127	2,080	47
129	Albug/HQ Administration	X			0	4,708	4,708	0	4,708
130	Nutrition Training Center	X			0	1,742	1,742	0	1,742
131	Diabetes Program-Albuq/HQ	X			0	6,396	6,396	0	6,396
132	Cancer Prevention-Albuq/HQ	X			0	3,510	3,510	0	3,510
133	Health Records	X			0	502	502	0	502
134	AIDS Program	X			0	3,339	3,339	0	3,339
135	Handicapped Children	X			0	1,719	1,720	0	1,720
137	National DIR Support-Albuq/HQ	X			0	16,771	38,872	13,605	25,267
154	Prescription Drug Monitoring					4,816	4,816	0	4,816
DENTAL HEALTH					IQ	\$13,623	\$13,623	IQ	\$13,623
201	IHS Dental Program	X			0	13,623	13,623	0	13,623
202	IHS Dental Program-PgmFormula		X					0	0
MENTAL HEALTH					IQ	\$14,952	\$14,954	IQ	\$14,954
301	Technical Assistance	X				10,167	10,168	0	10,168
302	C.M.t. Grants	X				4,087	4,087	0	4,087
303	National Conference	X				698	699	0	699
ALCOHOL/SUB. ABUSE					IQ	\$33,010	\$33,008	\$0	\$33,008
401	Clinical Advocacy	X				30,286	30,2851		30,2851
402	Collaborative Initiatives	X				2,724	2,723		2,723
PURCHASED/REFERRED CARE					IQ	\$14,917	\$14,918	\$0	\$14,918
501	Fiscal Intenmediary		X		0				14.91
504	PRC Reserve & Undistributed	X			0	14,917	14,9181		
Page 1 of 2									
Oneida					Eligible	Paid in	Elig. In	Leave	Due
					Shares	0	0	0	0
PUBLIC HEALTH NURSING					IQ	\$6,301	\$6,301	\$0	\$6,301
601	Preventive Health Initiatives	X				6,301	6,30		6,30
602	Preventive Health Initiatives-PgmFor		X		0	0			
HEALTH EDUCATION					IQ	\$5,505	\$5,505	\$0	\$5,505
701	IHS Health Education Program	X				5,505	5,505	0	5,505

	<u>Total Shares</u>	Eligible for 2024		
	IQ	<u>\$451,873</u>		
<hr/>				
REVISED TOTAL		<table><tr><td><u>\$40,535</u></td><td><u>\$411,338</u></td></tr></table>	<u>\$40,535</u>	<u>\$411,338</u>
<u>\$40,535</u>	<u>\$411,338</u>			

The IHS negotiator must pro-rate shares due if: 1) the FA does not manage 100% of PFSA, and/or 2) the period is not a full year.

Tribal Size Adjustment (TSA) LINES: The amount shown in the Shares column was determined by the TSA formula in April 1997 (FY 1997 budget). Increases and/or decreases are made annually in proportion to the changes in appropriations for the budget sub-activity which are individually applied during budget execution upon receipt of new appropriations.

PROGRAM FORMULA (PF) LINES: The amounts shown in the Shares column is determined annually by separate program formula. In many program formula lines, results differ from year to year. If zero shares appear at negotiations, the FA may qualify for a portion of program formula funds later in the FY. The Facilities and Environmental Health Support,, line 2401 -2405, are recomputed annually with program formula - Table 4F.

BASE BUDGET (BB) COLUMN: Stable funding level over a multi-year period to operate IHS PFSA's under Title V Compact

Attachment D

TRIBE: ONEIDA 10/1/23 - 9/30/24
DATE: 6/4/2024 0:00
Prepared by:

BEMIDJI AREA - Pre-Negotiation Sheet DRAFT
2024 AFA Detail By Account
Based on 2023 Appropriations

A	8	C	D	E	F	G	H	I
Item Numbers From Table	FA SHARES BY AREA ACCOUNT	Sub-Sub	2023 Total Starting Base	2023 Initial Shares	2023 Mandatory Increases	2024 Shares Eligible	2024 Retained Amount	2024 Negotiated Amount
	Health Services Account							
301	Area Director'	H/C	382,282	61,890		61,890	0	61,890
302	Program Planning	H/C	68,752	11,131		11,131	11,131	0
304	CMO/OCS Support	H/C	154,409	24,998		24,998	0	24,998
305	Behavioral Health	ASA	86,718	14,039		14,039	0	14,039
306	Recruitment	H/C	84,426	13,668		13,668	13,668	0
307	Non-Contractable	H/C	224,983	63,838		63,838	0	63,838
309	Purchased/Referred Care	H/C	73,368	11,878		11,878	0	11,878
310	Executive Officer & Support	H/C	140,094	22,681		22,681	0	22,681
311	Budget	H/C	215,250	34,848		34,848	0	34,848
312	Contracting	H/C	391,625	63,403		63,403	0	63,403
313	Office Services	H/C	85,036	13,767		13,767	0	13,767
3/ 314	MIS	H/C	366,534	59,341		59,341	0	59,341
	TOTAL HEALTH SERVICES ACCOUNT		2,273,479	395,483		395,483	24,799	370,684
	AREAOEHE'							
319	Facility Support		152,070	12,305		12,305	12,305	0
320	Environmental Health Support		331,984	12,262		12,262	12,262	0
321	Engineering Services		130,000	10,519		10,519	10,519	0
322	SFC Area		463,938	17,432		17,432	17,432	0
	TOTAL AREA OEHE		1,077,992	52,518		52,518	52,518	0
	AREA MANAGED'							
	Alcohol Reg. Trtmt. Ctrs.					0		0
326A	OEH Sanitarian (Field)		796,765	56,000		56,000	0	56,000
326B	OEH Sanitarian (District)		199,189	7,357		7,357	7,357	0
327	SFC Field OEH Engineer		2,202,287	185,217		185,217	185,217	0
3/ 328	M&I - Out of Pool		1,565,752	0		0	0	0
328A	Equipment		911,834	190,562		190,562	0	190,562
	TOTAL AREA MANAGED		5,675,827	439,136		439,136	192,574	246,562
	TRIBES OPERATING UNIT		2023	2023	2023	2024	2024	2024
	BASE FUNDING		Starting Base	Initial Base	Increases	Eligible	BuyBack	Negotiated
1/	Hospitals & Clinics	H/C	105,142,711	12,116,027	409,210	12,525,237	69,400	12,455,837
	Indian Health Care Improvement	IHCIF	6,794,878	2,986,790	0	2,986,790	0	2,986,790
	Dental	DEN	4,560,725	286,071	9,134	295,205	0	295,205
	Mental Health	M/H	2,381,372	74,126	1,958	76,084	0	76,084
	Alcohol/Substance Abuse	ASA	10,244,740	493,629	11,487	505,116	0	505,116
	Public Health Nursing	PHN	2,302,936	155,986	4,806	160,792	0	160,792
	Health Education	HE	710,180	189,818	5,631	195,449	0	195,449
	Community Health Reps.	CHR	4,995,599	329,448	8,319	337,767	0	337,767
	Purchased/Referred Care	PRC	66,693,317	5,471,517	63,574	5,535,091	0	5,535,091
	Direct Contract Support Costs	DCSC	21,899,216	3,281,518	0	3,281,518	0	3,281,518
	Indirect Contract Support Costs	21 IDCSC	23,748,575	3,117,676	0	3,117,676	0	3,117,676
341	Environmental Health	OEH	33,000	1,000	0	1,000	0	1,000
	TRIBE BASE TOTAL		249,507,249	28,503,606	514,119	29,017,725	69,400	28,948,325
	TOTAL BEMIDJI AREA		258,534,547	29,390,743	514,119	29,904,862	339,291	29,565,571
11	Buy Back Service						BuyBack	
4/	MOA \$213,400 + Fee \$10,983 for 1 FTE= 224,383						0	
	Bio-Med					57,548	57,548	
	Health Information Management (HIM)					13,623	0	
	VistA Imaging (VistA)					16,308	0	
	Clinical Informaticist (CI)					11,591	0	
	Business Office Coordinator (BOC)					11,852	11,852	
	Inter-Operability (IO)					12,987	0	
	Pharmacy Informaticist (Rx I)					25,318	0	
	Total Buy Back Service					91,680	69,400	
	GRAND TOTAL			\$29,390,743	\$514,119	\$29,904,862	\$339,291	\$29,565,571

- 1/ Withheld Pursuant to 25 U.S.C. § 458aaa-7(e) and (f) and 42 C.F.R. § 137.95 for buyback services: Blamed, and BOC, Other withheld: MOA
2/ Indirect Contract Support Costs (IDC) are nonrecurring, must be justified annually, and can only be used for IDC.
* OEHE funds are based on workload and change each year
3/ Tribe has a 105(1) lease and not eligible for M&I Funds.
Tribe dropped HIM, CI and IO in FY24. Dropped MIS Shares FY24 Neg

Attachment E

[Insert Oneida Business Committee
Resolution Here Upon Adoption]

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # 09-25-24-G

Self-Governance FY 2024-2028 Multi-Year Funding Agreement between the Oneida Nation and U.S. Department of Health and Human Services

- WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and
- WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** pursuant to the Indian Self-Determination and Education Assistance Act (P.L. 93-638, 25 U.S.C. §5381 et seq.) as amended, the Oneida Nation and Secretary of the U.S. Department of Health and Human Services entered into a Compact of Self-Governance in 1997 and 2004 respectively; and
- WHEREAS,** pursuant to the Indian Self-Determination and Education Assistance Act (P.L. 93-638, 25 U.S.C. §5381 et seq.) as amended, the Oneida Nation and Secretary of the U.S. Department of Health and Human Services have negotiated an updated Title V Multi-Year Funding Agreement; and
- WHEREAS,** the Oneida Nation is authorized to plan, conduct, operate, and administer the programs, services, functions, and activities, and their associated resources in accordance with the Compact of Self-Governance entered into on July 27, 2004, and the updated Title V Multi-Year Funding Agreement for the funding period of October 1, 2023, through September 30, 2028; and
- WHEREAS,** the Oneida Business Committee has determined that entering into an updated Title V Multi-Year Funding Agreement with the Secretary of the U.S. Department of Health and Human Services supports and enhances the sovereignty of the Oneida Nation.

NOW THEREFORE BE IT RESOLVED, that the Oneida Nation approves the Title V Multi-Year Funding Agreement negotiated with the Secretary of the U.S. Department of Health and Human Services.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Oneida Nation hereby authorizes the Chairperson to execute the attached updated Title V Multi-Year Funding Agreement between the Oneida Nation and the U.S. Department of Health and Human Services on behalf of the United States of America.

NOW THEREFORE BE IT FINALLY RESOLVED, that the Oneida Nation recognizes that there will be changes in the amount of funding pursuant to the Title V Multi-Year Funding Agreement and authorizes the Chairperson to sign any appropriate Amendments and or other Agreements associated with the Funding Agreement.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum; 7 members were present at a meeting duly called, noticed and held on the 25th day of September, 2024; that the forgoing resolution was duly adopted at such meeting by a vote of 6 members for, 0 members against, and 0 members not voting*; and that said resolution has not been rescinded or amended in any way.



Lisa Liggins, Secretary
Oneida Business Committee

*According to the By-Laws, Article I, Section 1, the Chair votes "only in the case of a tie."

MULTI-YEAR FUNDING AGREEMENT
EXHIBIT A TO
COMPACT OF SELF-GOVERNANCE
BETWEEN
THE UNITED STATES OF AMERICA
AND
SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS
October 1, 2021 to September 30, 2026

Section 1 -- Authority.

The Sault Ste. Marie Tribe of Chippewa Indians (Tribe) enters into this Multi-Year Funding Agreement (MYFA) with the Director of the Indian Health Service (IHS) as a representative of the Secretary of Health and Human Services (Secretary) of the United States of America pursuant to the authority in Title V of the Indian Self-Determination and Education Assistance Act (the ISDEAA or the Act), Pub. L. 93-638, as amended, 25 U.S.C. §§ 5381-5399, and is incorporated into and governed by the Compact of Self-Governance (Compact) entered into between the Secretary and the Tribe as amended, and under such other terms as are required or may be agreed upon pursuant to the ISDEAA, 25 U.S.C. § 5385, and 42 C.F.R. Part 137.

All provisions of the Tribe's Compact are incorporated by reference into this MYFA. To the extent of any inconsistency between any provision of this MYFA and any provision of the Compact, the provisions of the Compact shall control. To the extent the PFSA descriptions in the Compact or this MYFA conflict with the descriptions or definitions provided in the Indian Health Care Improvement Act (IHCIA), 25 U.S.C. § 1601 et. seq., as amended, the IHCIA shall prevail unless they conflict with the ISDEAA.

Section 2 -- Purpose.

This MYFA is a legally binding and mutually enforceable written agreement that identifies the programs, services, functions and activities (PSFAs), and associated resources, to be transferred from the IHS service unit (Program), area and headquarters levels of support of said PSFAs to the Tribe, and any associated resources to be retained by the IHS.

Section 3 – Self Governance Program.

- (a) The Tribe reserves the right to effect a redesign during the course of this MYFA from which consolidated PSFAs of the IHS can be more effectively and efficiently provided by the Tribe's programs and operations and redirected to better address Tribal health priorities. The Tribe may develop any such program or carry out any redesign, consolidation, or restructuring and any reallocation or redirection of funding or IHS PSFAs assumed under this MYFA, so long as such PSFA is authorized under the ISDEAA (25 U.S.C. §§ 5385, 5386(e)) and Art. III, Section 3 of the Tribe's Compact, and only if the redesign or consolidation does not have the effect of denying eligibility for services to population groups otherwise eligible to be served under applicable Federal law. This MYFA includes all IHS PSFAs assumed by the Tribe or resulting from tribal redesign, reallocation or redirection of funds, as authorized under § 506(e) of ISDEAA. 25 U.S.C. §§ 5385, 5386. The Tribe

is not authorized, however, to redesign, shift or transfer PSFAs that may be subject to special restrictions imposed by Appropriations acts or other Federal law.

- (b) In accordance with the terms of the Compact and the MYFA, the Tribe is committed to and will strive to provide quality health services to meet standards the Tribe believes to be appropriate and applicable to the delivery of those health services. The Tribe will carry out these responsibilities (or programs redesigned from these PSFAs) through its governing body, administration, health program staff, or professional service and medical contractors.

(c) Program Description.

The Tribe currently provides health care and community services in facilities located in Sault Ste. Marie, St. Ignace, Manistique, Munising, Newberry, Hessel, De Tour, Gladstone, Kincheloe, Marquette, and by utilizing mobile medical vehicles. The Tribe is providing health services to certain otherwise ineligible individuals pursuant to Section 813 of the IHCA, 25 U.S.C. § 1680c, as amended, and as authorized by the Tribal Resolution, appended hereto as Attachment B. Among other factors, the basis for funding PSFAs provided under this MYFA is the Tribe's active user population as that term is defined by the IHS. PSFAs the Tribe will provide directly or by contract include, but are not limited to, clinical and ancillary support services, dental services, community health services, maternal and child health, behavioral health, environmental health, health education, and special programs developed to ensure that a continuum of care is available, including traditional medicine, audiology, nutrition, optometry, breast and cervical cancer screening, telemedicine and diagnostic services.

1. Direct Patient Care: Under a comprehensive health care delivery plan, the Tribe will provide the following direct patient care PSFAs:
 - acute, direct patient care services
 - ambulatory care services
 - specialty clinic support
 - optometry services
 - services provided in the primary health centers and health stations and through daily contact by telephone within the communities throughout the service area
 - traditional healers
 - behavioral health services
 - telemedicine
 - pain management
 - medication-assisted treatment
 - audiology

Direct patient care will be provided by:

- licensed physicians, dentists, and optometrists
- licensed mid-level practitioners (i.e., nurse practitioners & physician assistants),
- nursing staff (i.e. registered nurses, licensed practical nurses, nurse case managers & nursing assistants), and students and residents from accredited institutions,
- psychiatrists, licensed clinical social workers, behavioral health counselors and psychologists.

2. Ancillary Services: Ancillary services will be maintained at levels sufficient to support medical diagnosis and within the funds available, including but not limited to clinical

laboratory, imaging services, pharmacy, social services, and dietary.

3. Support Services: A complement of support services that may be required to support the provision of health services to the service area. Such PSFAs may include but are not limited to: plant operations, housekeeping, maintenance, personnel, health information and management services, information systems, administration and board support, material management, sterile supply, mailroom, telecommunications, financial, transportation to and from Tribal Health Centers and business office functions.
4. Purchased and Referred Care: The Tribe will purchase services not otherwise available or accessible to eligible beneficiaries on a contractual or open-market basis. The Sault Ste. Marie Tribe of Chippewa Indians Purchased/Referred Care (PRC) program agrees to be bound by 42 C.F.R. Part 136, Subpart I in the administration and provision of PRC services carried out under this MYFA.
5. Alcohol and Drug Abuse: The Tribe will provide services to reduce substance abuse and associated problems through outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement.
6. Mental Health: The Tribe will provide behavioral health services, including psychiatry services, to address family, child, adolescent, and community mental health problems throughout the service area.
7. Dental: The Tribe will provide dental services to raise dental health and lower the incidence of dental disease. Services will be supervised by licensed dental staff at the Sault Ste. Marie, Manistique, and St. Ignace sites.
8. Environmental Health: The Tribe will identify, evaluate, and control the biological, chemical, and physical factors in the environment that may have an adverse impact on health, including wastewater treatment and disposal, site inspection and investigation, and sanitation projects.
9. Health Education: The Tribe will provide initiatives to inform, educate, and motivate residents to adopt healthy lifestyles including physical activity services and education for youth, nutrition education, health promotion and disease prevention activities, tobacco cessation education counseling, and medical case management.
10. Community Health Services: The Tribe will provide community-based services to determine health needs, improve health knowledge, and to promote healthy lifestyles and practices; and provide advocacy and administrative services. This will include partnering with other SSM departments to increase community education, promote physical fitness activities, and create and support health improvement initiatives, including community involvement activities for elders and individuals with disabilities. The Tribe will provide transportation services to and from medical appointments pursuant to 25 U.S.C. § 1621I.
11. Maternal and Child Health Program: The Tribe will provide prenatal care, family planning, and newborn patient education, assistance in risk screening, coordination of prenatal care, and coordination of labor and delivery services with local obstetric providers.

12. Nutrition: The Tribe will provide community-based nutrition services to its clients and programs throughout the service area.
13. Traditional Medicine: The Tribe will provide traditional medicine services to its clients and programs throughout the service area. As per 25 U.S.C. § 1680u, as amended, the United States is not liable for any provision of traditional health care practices that results in damage, injury, or death to a patient.
14. Wellness: The Tribe will administer and provide wellness services to include physical therapy and fitness programs and occupational health and work hardening programs by licensed physicians or physical therapists.

Section 4 -- Obligations of the IHS.

- (a) Amounts Available in fiscal year (FY) 2024. The amounts the IHS will pay to the Tribe in FY24 pursuant to the Compact and this MYFA are summarized below and shown in the attached FY24 Negotiation Summary Worksheet (Attachment A). The parties to this MYFA recognize that the total amount of funding in the MYFA is subject to adjustment based on changes in appropriations by Congressional action in Appropriation Acts. Upon enactment of relevant Appropriation Acts or other law affecting availability of funds to the IHS the Tribe will be notified and the total funding amount will be adjusted in accordance with the law.

1. Direct Program Funding. The IHS and the Tribe agree that the funds to be paid to the Tribe in FY24 will be the total of the final reconciled FY23 amount of Headquarters, Area Office, Service Unit and direct program “historical base” funds less the amounts from Program Formula funds which the IHS distributes annually on a non-recurring basis such as but not limited to Office of Environmental Health & Engineering (OEHE) funds. Program Formula funds will be recalculated annually based on the appropriate formula and paid to the Tribe.

(a) Total Program Funds Available FY 2024

Available funding is reflected on the Self-Governance Funding Table at Appendix A and noted under “AFA Amount.”

(b) Retained PSFAs at Headquarters and Area

Retained PSFAs are identified below with specific funding reflected in Appendix A on the Headquarters Table 4 and Area Detail sheet.

Headquarters Table 4

106	ACOG
120	Clinical Support Center
126	DIR Support
128	National Indian Health Board
137	National DIR
201	IHS Dental
303	Mental Health National Conference

1301 Direct Operations
2401 Sanitation Facilities Construction (SFC)
2403 Facilities & Realty Support

Area Detail Sheet

314 Management Information Systems (MIS)
319 Facilities
321 Engineering Services
322 SFC Area
327 SFC Field

(c) Total Negotiated Amount

Negotiated amount to be paid to the Tribe is reflected on the Self-Governance Funding Table at Appendix A and noted under “FA Amount.” The estimated amount to be paid to the Tribe pursuant to this MYFA, which will represent the Tribe’s Base Amount, is set forth in the Annual Funding Tables. This does not include the Indirect CSC, Area Shares (non Recurring) and OEH&E Program Formula Shares, which includes M&I and Equipment.

The parties recognize that the distribution methodologies for some of the resources managed by IHS Headquarters and the Area Offices have not been finalized. Therefore, the parties agree that any subsequent revision of a distribution methodology that would result in an increase or decrease to the above defined funding will not affect this base during the term of this MYFA as defined in Section 5(a) of this MYFA.

2. OEH&E Funding. The Tribe’s OEH&E funds are included in the total negotiated amount in section 4(a)(1)(c) of this MYFA. The amount of OEH&E funds to be paid to the Tribe will be identified on an annual basis based on workload and need based distribution methodologies. The distribution methodologies used in FY97 will continue to be used to calculate the OEH&E funds transferred to the Tribe unless the IHS consults with the Tribe regarding any change in the methodology and the Tribe concurs in the change. The amount of funds to be paid and any retained shares will be calculated on an annual basis and paid to the Tribe annually.
3. Other Headquarters Managed Funds. The Tribe will remain eligible for distribution of tribal shares of the Assessments, Workman’s Compensation, Management Initiatives, and Emergency Fund line-items as identified in FY24 Headquarters tables. Shares of the Assessments, Management Initiatives, and Emergency Fund line items will be based on the Tribal Share Allocation (TSA) formula, described in Section 5(c) of this MYFA, for any balance in the fund at each fiscal year end. Tribal shares of the Workman’s Compensation line item will be allocated based on final recommendations of a joint IHS/Tribal Workgroup, if and when such recommendations are made.
4. Other Resources. The Tribe will also be eligible for new services, service increases, mandates, population growth, health services priority system, Congressional increases, indirect contract support costs (CSC), and other non-recurring resources on the same basis as all other tribes. Subject to agreement of the General Services Administration, the Secretary hereby authorizes the Tribe to obtain interagency motor pool vehicles and related services for

performance of any PFSA under this MYFA. Federal supply sources (including lodging, airline transportation, and other means of transportation including the use of interagency motor pool vehicles) shall be available to the Tribe in accordance with Section 508(e) and 516(a) of Title V.

5. **Contract Support.** Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388. The parties agree that, according to the best data available as of the date of execution of this MYFA, the amount to be paid under the FYs covered by this MYFA, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is \$3,306,102 including \$1,155,095 for direct CSC and \$2,151,007 for indirect CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325, and, to the extent not inconsistent with the ISDEAA, as specified in Indian Health Manual Part 6, Chapter 3. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. § 7101 et seq.
6. **Continuing Services.**
 - (a) The IHS will continue to provide the Tribe services, and the Tribe will remain eligible for other activities provided or conducted by IHS with any and all retained funds, including those retained as "residual," identified in Attachment A.
 - (b) Funding for FY2025 and FY2026 of this MYFA will be based on FY2023 and FY2024 final appropriations and any Congressional adjustments. Retained shares may be renegotiated in FY2025 or FY2026.

Section 5 -- Terms and Conditions of Recurring Base Budget Funding.

- (a) **Term.** This MYFA covers the period October 1, 2021, through September 30, 2026.
- (b) **Adjustments to Base Funding Levels.** For the fiscal years covered by this MYFA, any mandatory or inflationary adjustments, such as but not limited to those identified in Section 4(a)(4) of this MYFA, that are appropriated will be added to the base budget identified in Section 4(a)(1)(c) of this MYFA. For any subsequent fiscal year controlled by this MYFA, the base funding levels will be adjusted on the same basis as all other Area Tribes utilizing the most current Area TSA formula, described in Section 5(c) of this MYFA, excluding Congressional earmarks.

Establishing a base budget as defined herein does not preclude the Tribe from including PSFAs that had not previously been assumed by the Tribe in accordance with the provisions of Section 3(c)(15) of this MYFA.

- (c) **User Population Calculations.** The funding levels established in this MYFA shall be increased or decreased during the term of this MYFA based on the Tribe's most current HQ and Area user population numbers. The most current numbers agreed to and validated by the Agency and Tribes will be used to calculate the TSA percentage for the Tribe. As of December 31, 2023, the Tribe's

Area Patient Count is 11428. The Tribe agrees to provide to the IHS the number of users served by the Tribe for the term of this MYFA, and any subsequent fiscal years controlled by this MYFA, based on the IHS criteria for determination of user populations and Area Patient Count.

Section 6 -- Errors, Mistakes, Adjustments.

The parties agree to mutually correct errors in calculations, mistakes, or other adjustments to the amounts of funding identified in Section 4 of this MYFA and Attachment A.

Section 7 -- Method of Payment.

All negotiated funding shown in Self-Governance Funding Table reflected in Attachment A shall be paid in one advance lump sum payment to be made within ten 10 days of apportionment of such funds to DHHS with the exception of Program Formula line items. In the event of a Continuing Resolution (CR), IHS will pay the Tribe its proportionate share of such funds authorized.

Section 8 -- Amendments or Modifications of this MYFA as Negotiated.

Except as otherwise provided by this MYFA, the Compact, or law, any modifications of this MYFA shall be in the form of a written amendment and shall require written consent of the Tribe and the Secretary. Written consent of the Tribe shall not be required for issuing amendments which result from increases in actual appropriation levels or which represent an increase in funding for PSFAs identified in this MYFA. Such increases include, but are not limited to:

Program/Area/HQ's. Mandatories
Program/Area/HQ's. End of Year Distributions
Medicare and Medicaid Collections
CHEF and other PRC Increases

Section 9 – Adjustments due to Congressional Actions.

The parties to this MYFA agree that the total amount of funding for each year in this MYFA is subject to adjustment based on changes in appropriations by Congressional action in appropriations acts, per 25 U.S.C. § 5388(d)(1)(c). Upon enactment of relevant appropriations acts or other law affecting availability of funds to the IHS and Department of Health and Human Services, the amounts of funding provided to the Tribe in this MYFA shall be adjusted as necessary, and the Tribe will be notified of such action, subject to any rights which the Tribe may have under the law.

Section 10 – Non-IHS Funding.

- (a) The Tribe shall have the right to recover reimbursements from certain third parties for the reasonable charges for health services under the Federal Medical Care Reimbursement Act, 42 U.S.C. §§ 2651 and 2653, and to retain and expend such recoveries for any purpose otherwise permitted in this MYFA, and otherwise in accordance with 25 U.S.C. § 1621e, and IHS shall not impose any offset or limit on the funds otherwise due to the Tribe under the Tribe's Compact or any other funding agreement based on those reimbursements.
- (b) The Tribe shall have the right to directly collect Medicare, Medicaid and CHIP payments as provided

in 25 U.S.C. § 1641, as amended. If the Tribe does so, it shall be obligated and entitled to directly collect and retain reimbursement for Medicare, Medicaid and CHIP, and any other third-party payors for services provided under this MYFA in accordance with 25 U.S.C. § 1641 and 25 U.S.C. § 1621e, and 25 U.S.C. § 5388(j).

- (c) The Tribe shall have the right to retain all reimbursements received or recovered under any of the programs described in 25 U.S.C. § 1641 by reason of the provision of health services by the Tribe and such reimbursements may be used as provided in 25 U.S. C. § 1641, without any offset or limit as against any amount obligated to the Tribe from the IHS because of the receipt of such reimbursements.

Section 11 -- Reassumption.

The parties agree that the Secretary will reassume operation of any PSFA (or portion thereof) and associated funding transferred from IHS to the Tribe in this MYFA only in the event that the requirements of 25 U.S.C. § 5387(a)(2) are met.

Section 12 -- Health Status Reports.

The Tribe agrees to report on health status and service delivery in accordance with the requirements of 25 U.S.C. § 5387(a)(1). The Tribe will use the GPRA Indicators identified in Attachment B for their Health Status Report.

Section 13 – Licensing

The Tribe has the right to secure licensing for its medical providers in accordance with 25 U.S.C. § 1621t. Employees of the Tribe's health program engaged in carrying out any of the PFSA's authorized under its compact or any funding agreement shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency (including, but not limited to, the Drug Enforcement Agency) to the same extent that officers of the USPHS Commissioned Corps and other employees of the Indian Health Service are exempt from such fees in accordance with Section 124 of the IHCA, as amended. 25 U.S.C. § 1616q.

Section 14 – Federal Tort Claims Act (FTCA).

For purposes of Federal Tort Claims Act coverage, the Tribe and its employees (including individuals performing personal services contracts with the Tribe to provide health care services) are deemed to be employees of the Federal government while performing work under this MYFA. This status is not changed by the source of the funds used by the Tribe to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Tribe.

Under this MYFA, the Tribe's employee may be required as a condition of employment to provide health services to non-IHS beneficiaries in order to meet contractual obligations. These services may be provided in either Tribal or non-Tribal facilities. The employee's status for Federal Tort Claims Act purposes is not affected.

Section 15 –Statutorily Mandated Grants. In accordance with 25 U.S.C. § 5385(b)(2) and its implementing regulations, the parties agree that the Secretary will add the Tribe's FY2024 Diabetes grants, and any other statutorily mandated grant awarded through the IHS to the Tribe to this FA after these grants have been awarded, upon written tribal request. Grant funds will be paid to the Tribe as a

lump sum advance payment through the PMS grants payment system. The Tribe will use interest earned on such funds to enhance the specific statutory mandated grant program including allowable administrative costs. The Tribe will comply with all the terms and conditions of the grant award for statutorily mandated grants, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as otherwise permitted by the statute authorizing the grant or under the terms and conditions of the grant award, 25 U.S.C. § 5385 (b) (1).

Dated this _____ day of _____, 2024.

Sault Ste. Marie Tribe of
Chippewa Indians
Services

United States of America
Department of Health and Human

By: 
Austin Low
Chairperson, Sault Ste. Marie Tribe of
Chippewa Indians

By: _____
Stacey Ecoffey
Deputy Director Intergovernmental Affairs,
Indian Health Service

ATTACHMENT A:

- Area Detail Sheet
- HQ Table 4
- Table 4f
- DIR table
- Self-Governance FA Table

ATTACHMENT B:

- Tribal Resolution No. 2014-168 - Services to non-beneficiaries

ATTACHMENT C:

- Authorizing Tribal Resolution

Sault Ste Marie

Title: V

		Area				Headquarters					
			FY-2022	FY-2023	FY-2023			FY-2022	FY-2023	FY-2023	FY-2023
		Activity Description	Actual	Available	Negotiated	Base Thru	Share Factor	Actual	Av 106a	Calcul	Negot
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
	1	Routine M&I IHS owned Facility									
	2	Routine M&I Tribally owned Facility									
	3	Project M&I IHS owned Facility									
	4	Project M&I Tribally owned Facility	378,686	623,799	623,799						
	a	Subtotal Non-base (26)	378,686	623,799	623,799						
	b	Subtotal base (26)									
2100		Total M&I (26)	378,686	623,799	623,799						
	5	M&I Environmental Remediation Projects									
2200	9	Sanitation Facilities (P.L. 86-121 Projs) (00)	Available through amendment process								
2300	10	Health Care Facilities (NEW) (00)									
		Facilities and Environ Health Support (2400)									
		Environ Health Support Account (EHSA)									
	11	San Fac Constr (SFC) Support -Proj Related	0	99,909	0						
	12	AO SFC Program Mgmt - Proj Related									
	13	SFC Support - Non-project Related	0	55,027	0						
	14	AO SFC Program Management-Non-project Related									
	15	Other:									
	a	Subtotal Non-Base (27)	0	154,936	0						
	b	Subtotal Base (27)									
	c	Subtot HQ-OEHE Support -SFC Non-Base (29)					0.0333	0	5159	0	0
	d	Subtotal HQ-OEHE Support -SFC Base (29)						0	0	0	0
2401		Total HQ-OEHE Support - SFC Related (29)						0	5159	0	0
	16	Environ Health Services - Basic Program	111,186	109,749	109,749						
	17	Environ Health Services - Institutional Hlth									
	18	Environ Health Services - Injury Prevention									
	19	AO Environmental Health Services Support									
	20	Other: Recurring Base	1,000	1,000	1,000						
	a	Subtotal Non-Base (27)	112,186	110,749	110,749						
	b	Subtotal Base (27)									
	c	Subtot HQ-OEHE Support EHS Non-Base (29)					0.0333	0	3,688	3,688	3,688
	d	Subtotal HQ-OEHE Support EHS Base (29)						0	0	0	0
2402		Total HQ-OEHE Support - EHS Related (29)						0	3,688	3,688	3,688
		Facilities Support Account (FSA)									
	31	Service Unit Operations									
	32	Biomedical									
	33	AO FSA Support	0	16,246	0						
	34	AO Real Property Support									
	35	AO Biomedical Program									
	36	M&I Engineering Support	0	9,104	0						
	37	Other:									
		Total FSA (28)	0	25,350	0						
2403		HQ Facilities and Real Property Support									
	a	Total HQ - OEHE Support - FSA Related (29)					0.009	0	228	0	0
	b	I Property(based on net # of bldgs transferred to tribe) (29)					204.3561	0	0	0	0
2404		Facilities Planning and Construction Support									
		Engineering Services Support									
	a	M&I Contracting Services (29)					0.0032	0	1,996	1,996	1,996
	b	New Health Care Facilities (29)									
		TOTAL Facilities and Environ Support (29)	112,186	291,035	110,749			0	10,843	5,684	5,684
		Equipment Replacement (01)	145,993	130,528	130,528						
		SubTotal (Non-Base)	636,864	1,045,362	865,077			0	11,072	5,684	5,684
		SubTotal (Base Budget Pilot	0	0	0			0	0	0	0
		GRAND TOTAL	636,864	1,045,362	865,077			0	11,072	5,684	5,684

Table #4
HQ PFSA's for FY 2024 TSA and Program Formula Lines
\$ in Pool, Eligible Shares, and Prior Payment
Based on FY'2023 IHS Appropriation

SAULT STE MARIE				Shares Allocable to FA			Eligible for 2024		
				9/6/2023	\$0	\$577,527			
SAULT SAINT MARIE				\$ in Pool	Eligible	Paid in	Elig. In	Leave	Due
				TSA+PF	Shares	2023	2024	2024	2024
TSA	PF	BB							
Hospitals & Clinics					\$0	\$217,070	\$338,154	\$119,151	\$219,003
101	Emergency Fund		X		0	0	0	0	0
104	Inter-Agency Agreements				0	7,442	7,442	0	7,442
105	Management Initiatives		X		0	0	0	0	0
106	A.C.O.G. Contract	X			0	0	592	592	0
107	H.P/D.P. Initiatives	X	X		0	10,858	10,858	0	10,858
110	N.E.C.I.	X			0	6,656	6,657	0	6,657
111	Nurse Initiatives	X			0	7,587	7,588	0	7,588
112	Nursing Costeps	X			0	3,917	3,918	0	3,918
113	Chief Clinical Consultant	X			0	1,666	1,666	0	1,666
115	Emergency Medical Svcs	X			0	2,235	2,235	0	2,235
117	Tradional Advocacy Program	X			0	605	604	0	604
118	Research Projects	X			0	7,719	7,719	0	7,719
119	A.A.I.P. Contract	X			0	161	161	0	161
120	Clinical Support Center-Phoenix	X	X		0	0	11,319	11,319	0
121	Costeps-Non Physicians	X			0	494	495	0	495
123	Physician Residency	X			0	1,680	1,680	0	1,680
124	Recruitment/Retention	X			0	12,450	12,450	0	12,450
125	U.S.U.H.S., etc	X			0	18,610	18,610	0	18,610
126	D.I.R. Support Fund	X			0	78,376	150,528	70,662	79,866
127	Evaluation	X			0	6,431	6,431	0	6,431
128	National Indian Health Board	X			0	0	2,740	2,740	0
129	Albug/HQ Administration	X			0	6,064	6,064	0	6,064
130	Nutrition Training Center	X			0	2,241	2,241	0	2,241
131	Diabetes Program-Albuq/HQ	X			0	8,235	8,236	0	8,236
132	Cancer Prevention-Albuq/HQ	X			0	4,518	4,518	0	4,518
133	Health Records	X			0	646	646	0	646
134	AIDS Program	X			0	4,298	4,298	0	4,298
135	Handicapped Children	X			0	2,214	2,214	0	2,214
137	National DIR Support-Albuq/HQ	X			0	15,768	50,044	33,838	16,206
154	Prescription Drug Monitoring					6,199	6,200	0	6,200
DENTAL HEALTH					\$0	\$0	\$17,539	\$17,539	\$0
201	IHS Dental Program	X			0	0	17,539	17,539	0
202	IHS Dental Program-PgmFormula		X						
MENTAL HEALTH					\$0	\$18,350	\$19,250	\$899	\$18,351
301	Technical Assistance	X			-	13,091	13,091	0	13,091
302	C.M.I. Grants	X			-	5,259	5,260	0	5,260
303	National Conference	X			-	0	899	899	0
ALCOHOL/SUB. ABUSE					\$0	\$42,497	\$42,497	\$0	\$42,497
401	Clinical Advocacy	X			-	38,992	38,992	0	38,992
402	Collaborative Initiatives	X			-	3,505	3,505	0	3,505
PURCHASED/REFERRED CARE					\$0	\$19,206	\$19,206	\$0	\$19,206
501	Fiscal Intermediary		X		0			0	0
504	PRC Reserve & Undistributed	X			0	19,206	19,206	0	19,206
									Page 1 of 2
Sault Ste Marie					Eligible	Paid in	Elig. In	Leave	Due
				TSA	Shares	2023	2024	2024	2024
PUBLIC HEALTH NURSING					\$0	\$8,112	\$8,112	\$0	\$8,112
601	Preventive Health Initiatives	X			-	8,112	8,112	0	8,112
602	Preventive Health Initiatives-PgmFor		X		0	0	0	0	0
HEALTH EDUCATION					\$0	\$7,089	\$7,089	\$0	\$7,089
701	IHS Health Education Program	X				7,089	7,089	0	7,089

CHR					<u>\$0</u>	<u>\$14,811</u>	<u>\$14,811</u>	<u>\$0</u>	<u>\$14,811</u>
801	IHS CHR Program	X			-	14,811	14,811	0	14,811
DIRECT OPERATIONS					<u>\$0</u>	<u>\$82,494</u>	<u>\$98,678</u>	<u>\$16,183</u>	<u>\$82,495</u>
1301	Direct Operations-Rockville	X			0	82,494	98,678	16,183	82,495
1302	Direct Operations-Dental	X							0
FACILITIES & ENVR.HLTH.S					<u>\$0</u>	<u>\$0</u>	<u>\$12,191</u>	<u>\$6,918</u>	<u>\$5,273</u>
2401	San.Facilities Constr.Support		X		0	0	6,675	6,675	0
2402	Environ.Health Services Support		X		0	0	4,061	0	4,061
2403	Facilities & Realty Support		X		0	0	243	243	0
2404	Facilities Engineering Support		X		0	0	1,212	0	1,212
2405	Engineering Services Support		X		0	0	0	0	0
OTHER:									

Total Shares

\$0

Eligible for 2024

\$577,527

REVISED TOTAL

\$160,690	\$416,837
-----------	-----------

The IHS negotiator must pro-rate shares due if: 1) the FA does not manage 100% of PFSA, and/or 2) the period is not a full year,

Tribal Size Adjustment (TSA) LINES: The amount shown in the Shares column was determined by the TSA formula in April 1997 (FY 1997 budget). Increases and/or decreases are made annually in proportion to the changes in appropriations for the budget sub-activity which are individually applied during budget execution upon receipt of new appropriations.

PROGRAM FORMULA (PF) LINES: The amounts shown in the Shares column is determined annually by separate program formula. In many program formula lines, results differ from year to year. If zero shares appear at negotiations, the FA may qualify for a portion of program formula funds later in the FY. The Facilities and Environmental Health Support,, line 2401 -2405, are recomputed annually with program formula - Table 4F.

BASE BUDGET (BB) COLUMN: Stable funding level over a multi-year period to operate IHS PFSA's under Title V Compact

TRIBE: 0
DATE: 8/22/2024 0:00
Prepared by:

BEMIDJI AREA - Pre-Negotiation Sheet DRAFT

2024 AFA Detail By Account

Based on 2023 Appropriations

A	B	C	D	E	F	G	H	I
Item Numbers From Table	FA SHARES BY AREA ACCOUNT	Sub-Sub	0 Total Starting Base	0 Initial Shares	0 Mandatory Increases	0 Shares Eligible	0 Retained Amount	0 Negotiated Amount
	Health Services Account							
301	Area Director	H/C	382,282	44,748		44,748	0	44,748
302	Program Planning	H/C	68,752	8,048		8,048	0	8,048
304	CMO/OCS Support	H/C	154,409	18,074		18,074	0	18,074
305	Behavioral Health	ASA	86,718	10,151		10,151	0	10,151
306	Recruitment/ 4	H/C	84,426	9,882		9,882	0	9,882
307	Non-Contractable	H/C	224,983	46,156		46,156	0	46,156
309	Purchased/Referred Care	H/C	73,368	8,588		8,588	0	8,588
310	Executive Officer & Support	H/C	140,094	16,399		16,399	0	16,399
311	Budget	H/C	215,250	25,196		25,196	0	25,196
312	Contracting	H/C	391,625	45,841		45,841	0	45,841
313	Office Services	H/C	85,036	9,954		9,954	0	9,954
314	MIS	H/C	366,534	42,904		42,904	42,904	0
	TOTAL HEALTH SERVICES ACCOUNT		2,273,479	285,941		285,941	42,904	243,038
	AREA OEHE*							
319	Facility Support		152,070	10,649		10,649	10,649	0
320	Environmental Health Support		331,984	16,125		16,125	0	16,125
321	Engineering Services		130,000	9,104		9,104	9,104	0
322	SFC Area		463,938	37,962		37,962	37,962	0
	TOTAL AREA OEHE		1,077,992	73,840		73,840	57,715	16,125
	AREA MANAGED*							
	Alcohol Reg. Trtmt. Ctrs.					0		0
326A	OEH Sanitarian (Field)		796,765	43,048		43,048	0	43,048
326B	OEH Sanitarian (District)		199,189	9,675		9,675	0	9,675
327	SFC Field OEH Engineer		2,202,287	68,926		68,926	68,926	0
328	M&I - out of Pool		1,565,752	325,141		325,141	0	325,141
328A	Equipment		911,834	97,896		97,896	0	97,896
	TOTAL AREA MANAGED		5,675,827	544,686		544,686	68,926	475,760
	TRIBES OPERATING UNIT		0	0	0	0	0	0
	BASE FUNDING		Starting Base	Initial Base	Increases	Eligible	BuyBack	Negotiated
	Hospitals & Clinics 1/	H/C	105,142,711	9,369,446	316,445	9,685,891	280,483	9,405,408
	Dental	DEN	4,560,725	447,438	14,287	461,725	0	461,725
	Mental Health	M/H	2,381,372	363,506	9,600	373,106	0	373,106
	Alcohol/Substance Abuse	ASA	10,244,740	571,268	13,293	584,561	0	584,561
	Public Health Nursing	PHN	2,302,936	111,247	3,428	114,675	0	114,675
	Health Education	HE	710,180	16,160	479	16,639	0	16,639
	Community Health Reps.	CHR	4,995,599	369,304	9,325	378,629	0	378,629
	Purchased/Referred Care	PRC	66,693,317	6,517,480	75,727	6,593,207	0	6,593,207
	Direct Contract Support Costs	DCSC	21,899,216	1,155,095	0	1,155,095	0	1,155,095
	Indirect Contract Support Costs 2/	IDCSC	23,748,575	2,151,007	0	2,151,007	0	2,151,007
341	Environmental Health	OEH	33,000	1,000	0	1,000	0	1,000
	TRIBE BASE TOTAL		242,712,371	21,072,951	442,584	21,515,535	280,483	21,235,052
	TOTAL BEMIDJI AREA		251,739,669	21,977,418	442,584	22,420,002	450,028	21,969,975
	Buy Back Services 1/						BuyBack	
	MOA \$0						0	
	Bio-Med					97,803	97,803	
	Health Information Management (HIM)					13,623	13,623	
	VistA Imaging (VistA)					16,308	16,308	
	Clinical Informaticist (CI)					11,591	11,591	
	Business Office Coordinator (BOC)					11,852	11,852	
	Inter-Operability (IO)					12,987	12,987	
	Pharmacy Informaticist (Rx I)					25,318	25,318	
	TBH- NP \$200/hr X 4 X 50 sessions					40,000	40,000	
	TBH -Psychiatrist \$255/hr X 4 X 50 sessions					51,000	51,000	
	Total Buy Back Service					280,483	280,483	
	GRAND TOTAL			\$21,977,418	\$442,584	\$22,420,002	\$450,028	\$21,969,975

\$416,837
\$22,386,812

1/ Withheld Pursuant to 25 U.S.C. § 458aaa-7(e) and (f) and 42 C.F.R. § 137.95 for buyback services: BIOMED, HIM, VI, CI, BOC, IO, Rxi Other withheld: MOA

2/ Indirect Contract Support Costs (IDC) are nonrecurring, must be justified annually, and can only be used for IDC.

* OEHE&E funds are based on workload and change each year

3/ Tribe began TBH services in 2023

SELF-GOVERNANCE FA TABLE

Cumulative Funding Report												
Tribe: Sault Ste. Marie Tribe of Chippewa Indians												
Updated through Amendment # 03												
FY: 2024 Date: 03/13/2024												
SUB SUB ACTIVITY	PROGRAM			AREA OFFICE TRIBAL SHARES			HEADQUARTERS TRIBAL SHARES			TOTALS		
	FA Amount	Retained Services	Pgm Total Amount to Be Rec'd	FA Amount	Retained Services	Area Total Amount to Be Rec'd	FA Amount	Retained Services	HQ Total Amount to Be Rec'd	FA Amount	Retained Services	FA Total Amount to Be Rec'd
Hospitals & Clinics (75 4/5 0390)	\$9,685,891	(\$280,483)	\$9,405,408	\$275,791	(42,904)	232,887	\$338,154	(\$119,151)	\$219,003	\$10,299,836	(442,538)	9,857,298
Dental (75 4/5 0390)	\$461,725	\$0	\$461,725	\$0	\$0	\$0	\$17,539	(\$17,539)	\$0	\$479,264	(\$17,539)	\$461,725
Mental Health (75 4/5 0390)	\$373,106	\$0	\$373,106	\$0	\$0	\$0	\$19,250	(\$899)	\$18,351	\$392,356	(\$899)	\$391,457
Alcohol & Substance Abuse (75 4/5 0390)	\$584,561	\$0	\$584,561	\$10,151	\$0	\$10,151	\$42,497	\$0	\$42,497	\$637,209	\$0	\$637,209
Public Health Nursing (75 4/5 0390)	\$114,675	\$0	\$114,675	\$0	\$0	\$0	\$8,112	\$0	\$8,112	\$122,787	\$0	\$122,787
Health Education (75 4/5 0390)	\$16,639	\$0	\$16,639	\$0	\$0	\$0	\$7,089	\$0	\$7,089	\$23,728	\$0	\$23,728
Community Health Reps. (75 4/5 0390)	\$378,629	\$0	\$378,629	\$0	\$0	\$0	\$14,811	\$0	\$14,811	\$393,440	\$0	\$393,440
Direct Operations (75 4/5 0390)	\$0	\$0	\$0	\$0	\$0	\$0	\$98,678	(\$16,183)	\$82,495	\$98,678	(\$16,183)	\$82,495
TOTAL, Services (75 4/5 0390)	\$11,615,226	(\$280,483)	11,334,743	\$285,942	(42,904)	243,038	\$546,130	(\$153,772)	\$392,358	\$12,447,298	(477,159)	11,970,139
Purchased/Referred Care (75 X 0390)	\$6,593,207	\$0	\$6,593,207	\$0	\$0	\$0	\$19,206	\$0	\$19,206	\$6,612,413	\$0	6,612,413
TOTAL, Services (No-year)	\$6,593,207	\$0	\$6,593,207	\$0	\$0	\$0	\$19,206	\$0	\$19,206	\$6,612,413	\$0	6,612,413
Environmental Health Support (75 X 0391)	\$1,000	\$0	\$1,000	\$175,736	(\$106,888)	\$68,848	\$0	\$0	\$0	\$176,736	(\$106,888)	\$69,848
Facilities Support (75 X 0391)	\$0	\$0	\$0	\$19,753	(\$19,753)	\$0	\$0	\$0	\$0	\$19,753	(\$19,753)	\$0
OEHE Support (HQ Shares 75 X 0391)	\$0	\$0	\$0	\$0	\$0	\$0	\$12,191	(\$6,918)	\$5,273	\$12,191	(\$6,918)	\$5,273
Maintenance & Improvement (75 X 0391)	\$325,141	\$0	\$325,141	\$0	\$0	\$0	\$0	\$0	\$0	\$325,141	\$0	\$325,141
Equipment (75 X 0391)	\$97,896	\$0	\$97,896	\$0	\$0	\$0	\$0	\$0	\$0	\$97,896	\$0	\$97,896
TOTAL, Facilities	\$424,037	\$0	424,037	\$195,489	(\$126,641)	\$68,848	\$12,191	(\$6,918)	\$5,273	\$631,717	(\$133,559)	498,158
FY 24 CSC - Direct	1,155,095	\$0	1,155,095	\$0	\$0	\$0	\$0	\$0	\$0	1,155,095	\$0	1,155,095
FY 24 CSC - Indirect	2,151,007	\$0	2,151,007	\$0	\$0	\$0	\$0	\$0	\$0	2,151,007	\$0	2,151,007
TOTAL, FY 24 CSC	3,306,102	\$0	3,306,102	\$0	\$0	\$0	\$0	\$0	\$0	3,306,102	\$0	3,306,102
GRAND TOTAL, FA	21,938,572	(\$280,483)	21,658,089	\$481,431	(169,545)	311,886	\$577,527	(\$160,690)	\$416,837	22,997,530	(610,718)	22,386,812

COMPACT OF SELF-GOVERNANCE
BETWEEN
SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS
AND
THE UNITED STATES OF AMERICA
FOR INDIAN HEALTH SERVICE PROGRAMS

Article I - Authority and Purpose

Section I - Authority

This compact of Self-Governance (hereinafter referred to as the "Compact") is entered into by the Secretary of Health and Human Services of the United States of America (hereinafter referred to as the "Secretary"), represented by the Director of the Indian Health Service (hereinafter referred to as the "Director"), pursuant to the authority of Title V of the Indian Self-Determination and Education Assistance Act (hereinafter referred to as the "Act"), 25 U.S.C. §450-*et seq.*, P.L. 93-638, as amended, and P.L. 106-260, and by Sault Ste. Marie Tribe of Chippewa Indians (hereinafter referred to as the "Tribe") by the authority of the Constitution and By-laws of Sault Ste. Marie Tribe of Chippewa Indians, Article V, Section 1A. The Director of the IHS, by signing this Compact, commits the Secretary, to the extent and within the scope of the Secretary's delegation of authority, to enter into Compacts and Funding Agreements pursuant to Title V of the Act, or as otherwise authorized.

Section 2 - Purpose

This Compact shall be liberally constructed to achieve the purposes of the Tribal Self-Governance Program as set forth below:

- (a) The Compact is to carry out the Tribal Self-Governance Program, which deals in the areas of health planning, funding, and program operations within the government-to-government relationship between the Tribe and the United States. Self-Governance encourages innovation in order to improve the government-to-government relationship and promote the autonomy of the Tribe as a government and health care provider.
- (b) This Compact is to enable the Tribe to plan, conduct, consolidate, redesign and administer programs, services, functions, and activities (PSFA) of the Indian Health Service under the terms set forth in the Compact; to reallocate funds for such PSFAs according to the priorities of the Tribe; to provide such reallocated funds for such PSFAs as determined by tribal priorities; to enhance the effectiveness and long-term financial stability of the Tribe; and to streamline or reduce the Federal Indian Health Service bureaucracy.
- (c) This Compact is to enable the United States to maintain and improve its unique and continuing relationship with and responsibility to the Tribe through the establishment of a program for tribal self-governance and permit an orderly transition away from federal domination of programs and services. This Compact and the associated Funding Agreement(s) shall transfer to the Tribe the responsibility

for the PSFAs of the Indian Health Service included in the Funding Agreement to meet the health care needs of its members and other eligible Indian people. In fulfilling its responsibilities under the Compact and consistent with the April 29, 1994, Memorandum from the President of the United States of America for the Heads of Executive Departments and Agencies, the Secretary will conduct all relations with the Tribe on a government-to-government basis.

Section 3 - Tribal Law and Forums

The duly enacted laws of the Tribe shall be applied in the performance of the Compact and the associated Funding Agreement and the powers and decisions of the Tribal forums shall be respected, to the extent that federal law, construed in accordance with the applicable canons of construction and Title V, is not inconsistent. This shall not be construed as a waiver of federal sovereign immunity, but shall govern disputes between tribal members, or other persons, and the Tribe regarding services delivery, personnel management or compliance with applicable tribal and Federal rules regarding Compact operations.

Article II - Terms, Provisions and Conditions

Section 1 - Term and Execution

The Initial Compact began on January 1, 1995 and was a calendar year funding agreement. The funding agreement was later changed to a fiscal year agreement, and is modified with this document and shall extend thereafter throughout the period authorized by Title V of the Act, and any subsequent amendments thereto, provided the Tribe has a Funding Agreement in effect, and shall be subject to renewal as provided by law.

Section 2 - Funding Amount

Subject only to the appropriation of funds by the Congress of the United States and in accordance with § 508 of Title V, the Secretary or an authorized representative shall provide to the Tribe the total amount of funds specified in the FA.

Section 3 - Payment

- (a) Payment Schedule. Payments shall be made as expeditiously as possible, in compliance with applicable law and regulations, and shall include financial arrangements to cover funding during periods under continuing resolutions to the extent permitted by such resolutions. For each year covered by the Compact, the Secretary shall make available the funds by paying the total amount specified in the Funding Agreement in a lump sum, as permitted by law, or such other payments as are provided in the schedule set forth in the Funding Agreement. The first payment shall be made on or before thirty calendar days after the date on which the Office of Management and Budget apportions the appropriations for that fiscal year for PSFAs transferred to the Tribe under the Funding Agreement.
- (b) Interest. The Tribe shall be allowed to retain interest earned on funds advanced pending disbursement as permitted by law. Interest earned on advances shall not diminish the amounts of funds the Tribe is authorized to receive under its Funding Agreement in the year earned or in any subsequent year.

Section 4 - Property

- (a) For government-furnished real and personal property made available to the Tribe to support the PSFAs designated in the Funding Agreement, the Tribe must take title to all real or personal property unless the Tribe requests that the United States retain the title. For government-furnished personal and real property made available to the Tribe, the Secretary, in consultation with the Tribe, must develop a list of the property used in performance of this Compact. The Tribe must indicate any items on the list of personal and real property to which the Tribe wants the Secretary to retain title. The Secretary must provide the Tribe with any documentation needed to transfer title to the remaining listed personal property to the Tribe. The Secretary must also take such steps as necessary to transfer title to the Tribe for those items of real property that the Tribe wants to acquire.
- (b) At the request of the Tribe, the Secretary shall acquire excess or surplus government personal or real property for donation to the Tribe if the Secretary determines the property is appropriate for use by the Tribe under this Compact.

Section 5 - Use of GSA Motor Vehicles and Travel/Lodging Agreements

Subject to the agreement of GSA and at the Tribe's request, the Secretary shall make best efforts to acquire Interagency Motor Pool vehicles and related services for performance of the activities under this Compact and the associated Funding Agreement in accordance with GSA regulations.

Section 6 - Regulatory Authority

The IHS and the Tribe agree to utilize the following procedures governing the establishment and applications of rules and regulations under this Compact.

- (a) Federal Regulations and Program Guidelines.

The Tribe agrees to comply with all Federal Regulations applicable to Indian Tribes, which have been published in the Federal Register, in carrying out the PSFAs under the Funding Agreement. The Tribe is not required to comply with Federal program guidelines, manuals, or policy directives other than those identified in the Compact or Funding Agreement in carrying out the PSFAs under the Funding Agreement, except for the eligibility provisions of 25USC, Section 450 (j) (g) and regulation promulgated there under.

- (b) Waiver of Federal Regulations

- (1) The Tribe may submit a written request to waive application of a regulation promulgated under 25U.S.C. § 458aaa-16 or the authorities specified in 25 U.S.C. § 458aaa-4(b) for this Compact or a Funding Agreement entered into under this Compact to the Secretary identifying the applicable federal regulation sought to be waived and the basis for the request.
- (2) Not later than 90 days after the Secretary receives the Tribe's written request to waive application of a regulation for this Compact or a Funding Agreement under this Compact, the Secretary shall either approve or deny the requested waiver in writing. The Secretary may deny the request only upon a finding that the identified language in the regulation may not be waived because such waiver is prohibited by federal law. If the Secretary fails to approve or deny the Tribe's waiver request within 90 days of receipt of the

request, such failure shall be deemed an approval of the request. The Secretary's decision on a waiver request is the Department's final decision.

Section 7 - Disputes

- (a) All Disputes between the IHS and the Tribe under this Compact or the associated Funding Agreement shall be subject to the provisions of 25U.S.C. §450 m-1, and all remedies provided for therein shall be available to the Tribe. Actions and proceedings to enforce the Tribe's rights and the Secretary's obligations under this Compact and the associated Funding Agreement shall be subject to the Equal Access to Justice Act, Public Law 96-481, as amended, to the same extent as are actions and proceedings involving contracts or grants under the Act.
- (b) In the alternative, or in addition to the remedies and procedures in 25U.S.C. §450 m-1, the parties may use the processes authorized and encouraged in the Administrative Dispute Resolution Act, 5 U.S.C. §571 et seq., for formal resolution of disputes arising under this Compact and the associated Funding Agreement.
- (c) The parties may use the "Final Offer" option per Section 507(b) of the Act.

Section 8 - Retrocession

- (a) A request for retrocession shall become effective one year from the date of the request by the Tribe or at such date as may be mutually agreed by the parties.
- (b) The Parties agree that the funds which the tribe has remaining unexpended at the time of a retrocession shall be made available to the Secretary to provide services for those programs retroceded to the IHS pursuant to this clause.
- (c) In the event of a retrocession, nothing in the Compact shall be construed as preventing the Tribe from submitting a proposal for a grant or contract under Title I of the Act to operate any of the programs, functions, or services governed by this Compact and Funding Agreement. In such event, the Tribe shall maintain its mature contractor status.
- (d) At the Tribe's option, it may elect to retrocede only a portion of the PSFAs undertaken under this Compact and the associated Funding Agreement. In that instance, the amount of funds remaining in the Tribe's possession for purposes of carrying out the PSFAs retroceded shall be returned to the Secretary under this retrocession procedure. Title to Government-furnished personal and real property with a value of more than \$5,000 at the time of the retrocession, which was provided to the Tribe to perform the retroceded programs, services, functions or activities and to which the Tribe holds title, shall, at the option of the Secretary, revert to the Department.

Section 9 - Tribal Administrative Procedures; Due Process of Law

The Tribe shall provide administrative and judicial due process rights according to tribal law and in tribal forums as is required by the Indian Civil Rights Act, 25 U.S.C. § 1301 et seq., to persons affected by PSFAs operated pursuant to the Compact and the associated Funding Agreement.

Section 10 - Successor Funding Agreement

The parties agree to comply with section 505 (e) of the Act for successor Funding Agreements.

Section 11 - Health Status Reporting

The Tribe shall report on the health status and service delivery as per section 507 (a) (1) of the Act.

Section 12 – Reassumption

- (a) The Secretary may assume operation of a PSFA (or portions thereof) and associated funding if there is a specific finding relative to that PSFA (or portion thereof) of
 - (i) imminent endangerment of the public health caused by an act or omission of the Tribe, and the imminent endangerment arises out of a failure to carry out this Compact or Funding Agreement negotiated under this Compact; or
 - (ii) gross mismanagement with respect to funds transferred to the Tribe by a Compact or Funding Agreement, as determined by the Secretary in consultation with the Inspector General, as appropriate.
- (b) The Secretary shall not reassume operation of PSFAs (or portions thereof) unless the Secretary has first provided written notice and a hearing on the record to the Tribe and the Tribe has not taken corrective action to remedy the imminent endangerment to the public health or gross mismanagement.
- (c) Notwithstanding subparagraph (b) of this section, the Secretary may, upon written notification to the Tribe, immediately reassume operation of a PSFA (or portion thereof) if the Secretary makes a finding of imminent substantial and irreparable endangerment of the public health caused by an act or omission of the Tribe and the endangerment arises out of a failure to carry out the Compact or Funding Agreement negotiated under this Compact. If the Secretary reassumes operation of a PSFA (or portion thereof) under this subparagraph, the Secretary shall provide the Tribe with a hearing on the record not later than 10 days after such reassumption.

Article III - Obligations of the Tribe

Section I - Consolidation

With the exception of the specific responsibilities of the Secretary identified and retained in Article IV, Section 2, and the Funding Agreement, the Tribe will perform and otherwise be responsible for the PSFAs identified in the Funding Agreement. To the extent a program, function, service, or activity transferred to the Tribe in the Funding Agreement is included within a contract or grant entered into pursuant to Title I of the Act, or is subject to any obligation arising from such contract or grant, that contract or grant shall be terminated by execution of the appropriate document(s) and the parties' obligations shall be governed by this Compact and the associated Funding Agreement. All funds remaining in such contracts or grants shall be deobligated and reobligated to the Funding Agreement, as necessary to maintain carryover or other funds.

Section 2 - Amount of Funds

The total amount of funds shall be set forth in the Funding Agreement between the Secretary and the Tribe base upon Article II Section 2.

Section 3 - Tribal Programs

The Tribe shall be responsible for the administration of PSFAs included in the Funding Agreement to the extent funding is provided to perform the Compact.

Section 4 - Consolidation of Funds

The Tribe may consolidate funds associated with PSFAs with funds from other sources, including its own funds. In such cases, the Tribe shall not be required to separate funds or PSFAs so long as the Tribe can provide sufficient data to permit an acceptable program and financial audit to be conducted. Nothing in this provision should be construed as expanding the scope of PSFAs permitted under 25 U.S.C. Sec. 458aaa-4(b).

Section 5 - Reallocation

Reallocation of funds among health PSFAs shall not require Secretarial consent, except that the use of funds pursuant to this Compact and associated Funding Agreement shall be subject to specific directives or limitations as may be included in applicable appropriations Acts. In addition, funds may not be transferred from one Indian Health Service appropriations account to another. Specifically, funds from the Indian Health Services accounts may not be used for purposes for which funds in the Indian Health Facilities accounts are appropriated, and vice versa, except as permitted by law.

Section 6 - Medicare, Medicaid, and Other Program Income

All Medicare, Medicaid and other program income received by the Tribe shall be treated as additional supplemental funding to that negotiated in the Funding Agreement and may be retained by the Tribe to be expended in the current or future fiscal years, except to the extent that the Indian Health Care Improvement Act (25 U.S.C. § 1602 et seq.) provides otherwise for Medicare and Medicaid receipts. Such funds shall not offset or reduce the amount of funds negotiated to be provided under the Funding Agreement.

Section 7 - Eligibility

In determining eligibility for services, the Tribe shall comply with applicable eligibility provisions in the Indian Health Care Improvement Act, applicable regulations and other law, including the provisions concerning services to non-beneficiaries under §813 (b) (1) (B) of the Indian Health Care Improvement Act. Fees collected by the Tribe for services provided pursuant to §813 shall be treated as additional supplemental funding. Such funds shall not offset or reduce the amount of funds negotiated in the Funding Agreement.

Article IV - Obligations of the United States

Section 1 - Trust Relationship

Nothing in this Compact or the associated Funding Agreement waives, modifies, or diminishes in any way the trust responsibility of the United States with respect to the Tribe or its members, which exists under treaties, Executive Orders, Acts of Congress, or otherwise.

Section 2 - Retained Programs, Functions, and Services

The Secretary retains responsibility for the PSFAs that are not specifically assumed by the Tribe in the Funding Agreement. The Tribe shall continue to be entitled to benefit from all such retained PSFAs on the same basis as other tribes. The IHS, in consultation with representatives of all tribes, may reorganize to sustain its ability to provide, in the most effective and efficient manner, the PSFAs that have not been included in the Funding Agreement.

Section 3 - Financial Information

At the Tribe's request, the Secretary shall provide the following financial and other information:

- (1) annual reports of obligations and allowances, including all reports from Headquarters, the Office of Tribal Self-Governance, and the Bemidji Area Office, concerning funds provided to support PSFAs provided by Tribes or tribal organizations under this Compact and funds retained by the IHS to support PSFAs retained by the IHS;
- (2) revisions in such program plans, guidelines, or budgets as they are made;
- (3) prompt notice of any new PSFAs for which the Tribe is eligible.

The Tribe shall comply with the Audit requirements of Section 506 (c) of the law.

Article V - Other Provisions

Section 1 -- Designated Officials

On or before the effective date of this Compact, both the Secretary and the Tribe shall provide a written designation of an individual as their representative/liaison.

Section 2 - Indian Preference in Employment, Contracting and Subcontracting

The Tribe shall give preference to Indians in training and employment opportunities and in awarding grants and contracts to the greatest extent feasible as required by 25 U.S.C. 450e(b)-(c).

Section 3 - Federal Tort Claims Act Coverage

- (a) For purposes of Federal Tort Claims Act coverage, the Tribe and its employees (including individuals performing personal services contracts with the Tribe to provide health care services) are deemed to be employees of the Federal government while performing work under this Compact. This status is not changed by the source of the funds used by the Tribe to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Tribe.
- (b) Under this Compact, the Tribe's employees may be required, as a condition of employment, to provide health services to non-IHS beneficiaries in order to meet contractual obligations. These

services may be provided in either Tribal or non-Tribal facilities. The employee's status for Federal Tort Claims Act purposes is not affected.

Section 4 - Compact Modifications or Amendments

Any requests for a modification of this Compact shall be in the form of a written amendment to the Compact and shall require the written consent of the Tribe and the Secretary. Upon request in writing to the other party's Designated Official, the other party shall respond to the request for modification within 60 days of the date of the request. If not approved within those 60 days, the parties agree to negotiate the proposed modification upon reconvening negotiations.

Section 5 - Interpretation of Laws and Regulations

To the extent feasible, the Secretary shall interpret Federal laws and regulations in a manner that will facilitate this Compact and any associated Funding Agreement.

Section 6 - Officials Not to Benefit

No member of or delegate to Congress shall be admitted to any share or part of any contract executed pursuant to this Compact, or to any benefit that may arise there from; but this provision shall not be construed to extend to any contract under this Compact if made with a corporation for its general benefit.

Section 7 - Covenant Against Contingent Fees

The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Compact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

Section 8 - Penalties

The parties agree that the criminal penalties set forth in 25 U.S.C. §450d apply to all activities conducted pursuant to this Compact and associated Funding Agreement.

Section 9 - Use of Federal Employees

Section 104 of Title I of the Act shall apply to this Compact and to any individuals assigned or detailed to the Tribe performing functions under this Compact or leaving Federal employment to perform services under this Compact and associated Funding Agreement.

Section 10 - Extraordinary or Unforeseen Events

This Compact and any associated Funding Agreement is intended to obligate the Tribe to carry out all usual and ordinary functions respecting the PSFAs that it is undertaking to assume responsibility for pursuant to the successive Funding Agreements. In the event major unforeseen or extraordinary events occur, as jointly identified by the Tribe and the Secretary, with consequences beyond the control of the Tribe, the Tribe shall have access to additional services and resources to the same extent as such services and resources are available to non-compacting tribes in similar circumstances.

Section 11 - Sovereign Immunity

Nothing in this Compact or the Funding Agreement shall be construed as a waiver by the Tribe of its sovereign immunity.

Section 12 - Severability

- (a) Except as provided in this section, this Compact shall not be considered invalid, void, or voidable if any section or provision of this Compact is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction.
- (b) If Any section or provision of the Compact is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, either party may, at its option, treat this Compact as invalid, void, or voidable in accordance with the provisions of this Compact.
- (c) In the event the parties decide not to treat the Compact as invalid, void, or voidable under subsection (b) of this section, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful, or unenforceable section or provision, in accordance with the provisions of this Compact.

Article VI - Attachments

Section 1 - Approval of the Compact

The resolution of the Tribe approving this Compact is attached.

Section 2 - Funding Agreement(s)

- (a) The resolution approving the Compact and unding Agreement will be attached to each year's Funding Agreement.
- (b) The negotiated and duly approved Funding Agreement identifying the PSFAs and associated resources transferred to Tribe is hereby incorporated in its entirety into this Compact.

Dated this 12th day of October 2004

Sault Ste. Marie Tribe of Chippewa Indians

United States of America

Department of Health and Human Services

By: Bernard Bouschor

Bernard Bouschor
Tribal Chairman

By: Mary Ann Sten

Dr. Charles W. Grim, DDS
Director, Indian Health Service

COMPACT OF SELF-GOVERNANCE
BETWEEN
THE SHAKOPEE MDEWAKANTON SIOUX COMMUNITY
AND
THE UNITED STATES OF AMERICA
FOR INDIAN HEALTH SERVICE PROGRAMS

Article I - Authority and Purpose

Section I - Authority

This compact of Self-Governance (hereinafter referred to as the "Compact") is entered into by the Secretary of the Department of Health and Human Services of the United States of America (hereinafter referred to as the "Secretary"), represented by the Director of the Indian Health Service (hereinafter referred to as the "Director"), pursuant to the authority of Title V of the Indian Self-Determination and Education Assistance Act (hereinafter referred to as the "Act"), 25 U.S.C. §450-f et seq., P.L. 93-638, as amended, and P.L. 106-260, and by the authority of Article 5, Section 1(a) of the Constitution of the Shakopee Mdewakanton Sioux Community (hereinafter referred to as the "Tribe"). The Director of the IHS, by signing this Compact, commits the Secretary, to the extent and within the scope of the Secretary's delegation of authority, to enter into Compacts and Funding Agreements pursuant to Title V of the Act, or as otherwise authorized.

Section 2 - Purpose

This Compact shall be liberally constructed to achieve the purposes of the Self-Governance Program as set forth below:

- (a) The Compact is to carry out the Self-Governance Program, which deals in the areas of health planning, funding, and program operations within the government-to-government relationship between the Tribe and the United States. Self-Governance encourages innovation in order to improve the government-to-government relationship and promote the autonomy of the Tribe as a government and health care provider.
- (b) This Compact is to enable the Tribe to plan, conduct, consolidate, redesign and administer programs, services, functions, and activities (PSFA) of the Indian Health Service under the terms set forth in the Compact; to reallocate funds for such PSFAs according to the priorities of the Tribe; to provide such reallocated funds for such PSFAs as determined by tribal priorities; to enhance the effectiveness and long-term financial stability of the Tribe; and to streamline or reduce the Federal Indian Health Service bureaucracy.
- (c) This Compact is to enable the United States to maintain and improve its unique and continuing relationship with and responsibility to the Tribe through the establishment of a program for tribal self-governance and permit an orderly transition away from federal domination of programs and services. This Compact and the associated Funding Agreement(s) shall transfer to the Tribe the responsibility

for the PSFAs of the Indian Health Service included in the Funding Agreement to meet the health care needs of its members. In fulfilling its responsibilities under the Compact and consistent with the April 29, 1994, Memorandum from the President of the United States of America for the Heads of Executive Departments and Agencies, the Secretary will conduct all relations with the Tribe on a government-to-government basis.

Section 3 - Tribal Law and Forums

The duly enacted laws of the Tribe shall be applied in the performance of the Compact and the associated Funding Agreement and the powers and decisions of the Tribal forums shall be respected, to the extent that federal law, construed in accordance with the applicable canons of construction and Title V, is not inconsistent. This shall not be construed as a waiver of federal sovereign immunity, but shall govern disputes between tribal members, or other persons, and the Tribe regarding services delivery, personnel management or compliance with applicable tribal and Federal rules regarding Compact operations.

Article II - Terms, Provisions and Conditions

Section 1 - Term and Execution

The Term of the Compact begins on April 1, 2004, and shall extend thereafter throughout the period authorized by Title V of the Act, and any subsequent amendments thereto, provided the Tribe has Funding Agreement in effect, and shall be subject to renewal as may be provided by law.

Section 2 - Funding Amount

The Tribe shall receive its fair portion of the Bemidji Area Office of the IHS recurring base amount by sub-sub activity. Administrative shares shall also be distributed to the Tribe in like manner. Nothing in this Compact shall impair the Tribe's eligibility for new programs or dollars on the same basis as other tribes.

Section 3 - Payment

- (a) **Payment Schedule.** Payments shall be made as expeditiously as possible, in compliance with applicable law and regulations, and shall include financial arrangements to cover funding during periods under continuing resolutions to the extent permitted by such resolutions. For each year covered by the Compact, the Secretary shall make available the funds by paying the total amount specified in the Funding Agreement in a lump sum, as permitted by law, or such other payments as are provided in the schedule set forth in the Funding Agreement. The first payment shall be made on or before thirty calendar days after the date on which the Office of Management and Budget apportions the appropriations for that fiscal year for PSFAs transferred to the Tribe under the Funding Agreement.
- (b) **Interest.** The Tribe shall be allowed to retain interest earned on funds advanced pending disbursement as permitted by law. Interest earned on advances shall not diminish the amounts of funds the Tribe is authorized to receive under its Funding Agreement in the year earned or in any subsequent year.

Section 4 - Property

- (a) For government-furnished real and personal property made available to the Tribe to support the programs, services, functions and activities designated in the Funding Agreement, the Tribe must take title to all real or personal property unless the Tribe requests that the United States retain the title. For government-furnished personal and real property made available to the Tribe, the Secretary, in consultation with the Tribe, must develop a list of the property used in performance of this Compact. The Tribe must indicate any items on the list of personal and real property to which the Tribe wants the Secretary to retain title. The Secretary must provide the Tribe with any documentation needed to transfer title to the remaining listed personal property to the Tribe. The Secretary must also take such steps as necessary to transfer title to the Tribe for those items of real property that the Tribe wants to acquire.
- (b) At the request of the Tribe, the Secretary shall acquire excess or surplus government personal or real property for donation to the Tribe if the Secretary determines the property is appropriate for use by the Tribe under this Compact.

Section 5 - Use of GSA Motor Vehicles and Travel/Lodging Agreements

Subject to the agreement of GSA and at the Tribe's request, the Secretary shall make best efforts to acquire Interagency Motor Pool vehicles and related services for performance of the activities under this Compact and the associated Funding Agreement in accordance with GSA regulations.

Section 6 - Regulatory Authority

The IHS and the Tribe agree to utilize the following procedures governing the establishment and applications of rules and regulations under this Compact.

- (a) Federal Regulations and Program Guidelines.

The Tribe agrees to comply with Federal Regulations applicable to Indian Tribes, which have been published in the Federal Register, in carrying out the programs, services, and sanctions under the Funding Agreement. The Tribe is not required to comply with Federal program guidelines, manuals, or policy directives other than those identified in the Compact or Funding Agreement in carrying out the PSFAs under the Funding Agreement.

- (b) Waiver of Federal Regulations

- (1) The Tribe may submit to the Secretary a written request to waive application of a regulation promulgated under 25 U.S.C. § 458aaa-16 or the authorities specified in 25 U.S.C. § 458aaa-4(b) for this Compact a Funding Agreement entered into under this Compact. The request shall identify the applicable federal regulation sought to be waived and the basis for the request.
- (2) Not later than 90 days after the Secretary receives the Tribe's written request to waive application of a regulation for this Compact or a Funding Agreement under this Compact, the Secretary shall either approve or deny the requested waiver in writing. The Secretary may deny the request only upon a finding that the identified language in the regulation may not be waived because such waiver is prohibited by federal law. If the Secretary fails to approve or deny the Tribe's waiver request within 90 days of receipt of the

request, such failure shall be deemed an approval of the request. The Secretary's decision on a waiver request is the Department's final decision.

Section 7 - Disputes

- (a) All disputes between the IHS and the Tribe under this Compact or the associated Funding Agreement shall be subject to the provisions of Section 25 U.S.C. §450 m-1, and all remedies provided for therein shall be available to the Tribe. Actions and proceedings to enforce the Tribe's rights and the Secretary's obligations under this Compact and the associated Funding Agreement shall be subject to the Equal Access to Justice Act, Public Law 96-481, as amended, to the same extent as are actions and proceedings involving contracts or grants under the Act.
- (b) In the alternative, or in addition to the remedies and procedures in Section 25 U.S.C. §450 m-1, the parties may use the processes authorized and encouraged in the Administrative Dispute Resolution Act, 5 U.S.C. §571 *et seq.*, for formal resolution of disputes arising under this Compact and the associated Funding Agreement.
- (c) The parties may use the "Final Offer" option per Section 507(b) of the Act.

Section 8 - Retrocession

- (a) A request for retrocession shall become effective one year from the date of the request by the Tribe or at such date as may be mutually agreed by the parties.
- (b) The Parties agree that the funds which the tribe has remaining unexpended at the time of a retrocession shall be made available to the Secretary to provide services for those programs retroceded to the IHS pursuant to this clause.
- (c) In the event of a retrocession, nothing in the Compact shall be construed as preventing the Tribe from submitting a proposal for a grant or contract under Title I of the Act to operate any of the PSFAs governed by this Compact and Funding Agreement. In such event, the Tribe shall maintain its mature contractor status.
- (d) At the Tribe's option, it may elect to retrocede only a portion of the PSFAs undertaken under this Compact and the associated Funding Agreement. In that instance, the amount of funds remaining in the Tribe's possession for purposes of carrying out the PSFAs retroceded shall be returned to the Secretary under this retrocession procedure. Title to Government-furnished personal and real property with a value of more than [REDACTED] at the time of the retrocession, which was provided to the Tribe to perform the retroceded PSFAs and to which the Tribe holds title, shall, at the option of the Secretary, revert to the Department.

Section 9 - Tribal Administrative Procedures; Due Process of Law

The Tribe shall provide administrative and judicial due process rights according to tribal law and in tribal forums as is required by the Indian Civil Rights Act, 25 U.S.C. § 1301 *et seq.*, to persons affected by PSFAs operated pursuant to the Compact and the associated Funding Agreement.

Section 10 - Successor Funding Agreement

The parties agree to comply with section 505 (e) of the Act for successor Funding Agreements.

Section 11 – Reassumption

- (a) The Secretary shall assume operation of a PSFAs (or portions thereof) and associated funding if there is a specific finding relative to that PSFA (or portion thereof) of
 - (i) imminent endangerment of the public health caused by an act or omission of the Tribe, and the imminent endangerment arises out of a failure to carry out this Compact or Funding Agreement negotiated under this Compact; or
 - (ii) gross mismanagement with respect to funds transferred to the Tribe by a Compact or Funding Agreement, as determined by the Secretary in consultation with the Inspector General, as appropriate.
- (b) The Secretary shall not reassume operation of PSFAs (or portions thereof) unless the Secretary has first provided written notice and a hearing on the record to the Tribe and the Tribe has not taken corrective action to remedy the imminent endangerment to the public health or gross mismanagement.
- (c) Notwithstanding subparagraph (b) of this section, the Secretary may, upon written notification to the Tribe, immediately reassume operation of a PSFA (or portion thereof) if the Secretary makes a finding of imminent substantial and irreparable endangerment of the public health caused by an act or omission of the Tribe and the endangerment arises out of a failure to carry out the Compact or a Funding Agreement negotiated under this Compact. If the Secretary reassumes operation of a PSFA (or portion thereof) under this subparagraph, the Secretary shall provide the Tribe with a hearing on the record not later than 10 days after such reassumption.

Article III - Obligations of the Tribe

Section I - Consolidation

With the exception of the specific responsibilities of the Secretary identified and retained in Article IV, Section 2, and the Funding Agreement, the Tribe will perform and otherwise be responsible for the PSFAs identified in the Funding Agreement. To the extent a PSFA transferred to the Tribe in the Funding Agreement is included within a contract or grant entered into pursuant to Title I of the Act, or is subject to any obligation arising from such contract or grant, that contract or grant shall be terminated by execution of the appropriate document(s) and the parties' obligations shall be governed by this Compact and the associated Funding Agreement. All funds remaining in such contracts or grants shall be deobligated and reobligated to the Funding Agreement, as necessary to maintain carryover or other funds.

Section 2 - Amount of Funds

The total amount of funds shall be set forth in the Funding Agreement between the Secretary and the Tribe and based upon Article II Section 2 of this Compact.

Section 3 - Tribal Programs

The Tribe shall be responsible for the administration of PSFAs included in the Funding Agreement to the extent funding is provided to perform the Compact.

Section 4 – Merging With Other Programs

The Tribe may merge PSFAs provided under its Funding Agreement with other health PSFAs provided with its own funds or funds from other sources. In such cases, the Tribe shall not be required to separate funds or PSFAs so long as the Tribe can provide sufficient data to permit an acceptable program and financial audit to be conducted.

Section 5 - Reallocation

Reallocation of funds among health PSFAs shall not require Secretarial consent, except that the use of funds pursuant to this Compact and associated Funding Agreement shall be subject to specific directives or limitations as may be included in applicable appropriations acts. In addition, funds may not be transferred from one Indian Health Service appropriations account to another. Specifically, funds from the Indian Health Services accounts may not be used for purposes for which funds in the Indian Health Facilities accounts are appropriated, and vice versa, except as permitted by law.

Section 6 - Medicare, Medicaid, and Other Program Income

All Medicare, Medicaid and other program income received by the Tribe shall be treated as supplemental funding to that negotiated in the Funding Agreement and may be retained by the Tribe to be expended in the current or future fiscal years, except to the extent that the Indian Health Care Improvement Act (25 U.S.C. § 1602 *et seq.*) provides otherwise for Medicare and Medicaid receipts. Such funds shall not offset or reduce the amount of funds negotiated to be provided under the Funding Agreement.

Section 7 - Eligibility

In determining eligibility for services, the Tribe shall comply with applicable eligibility provisions in the Indian Health Care Improvement Act, applicable regulations and other law, including the provisions concerning services to non-beneficiaries under §813 (b) (1) (B) of the Indian Health Care Improvement Act. Fees collected by the Tribe for services provided pursuant to §813 shall be treated as additional supplemental funding. Such funds shall not offset or reduce the amount of funds negotiated in the Funding Agreement.

Article IV - Obligations of the United States

Section 1 - Trust Relationship

Nothing in this Compact or the associated Funding Agreement waives, modifies, or diminishes in any way the trust responsibility of the United States with respect to the Tribe or its members, which exists under treaties, Executive Orders, Acts of Congress, or otherwise.

Section 2 - Retained Programs, Functions, and Services

The Secretary retains responsibility for the PSFAs that are not specifically assumed by the Tribe in the Funding Agreement. The Tribe shall continue to be entitled to benefit from all such retained PSFAs on the same basis as other tribes. The IHS, in consultation with representatives of all tribes, may reorganize to sustain its ability to provide, in the most effective and efficient manner, the PSFAs that have not been included in the Funding Agreement.

Section 3 - Financial Information

At the Tribe's request, the Secretary shall provide the following financial and other information:

- (1) Annual reports of obligations and allowances, including all reports from Headquarters, the Office of Tribal Self-Governance, and the Bemidji Area Office, concerning funds provided to support PSFAs provided by tribes or tribal organizations under this Compact and funds retained by the IHS to support PSFAs retained by the IHS;
- (2) revisions in such program plans, guidelines, or budgets as they are made;
- (3) prompt notice of any new PSFAs for which the Tribe is eligible.

Article V - Other Provisions

Section 1 – Designated Officials

On or before the effective date of this Compact, both the Secretary and the Tribe shall provide a written designation of an individual as their representative/liaison.

Section 2 - Indian Preference in Employment, Contracting and Subcontracting

The Tribe shall give preference to Indians in training and employment opportunities and in awarding grants and contracts to the greatest extent feasible as required by 25 U.S.C. § 450e(b)-(c).

Section 3 - Federal Tort Claims Act Coverage Insurance

- (a) For purposes of Federal Tort Claims Act coverage, the Tribe and its employees (including individuals performing personal services contracts with the Tribe to provide health care services) are deemed to be employees of the Federal government while performing work under this Compact. This status is not changed by the source of the funds used by the Tribe to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Tribe.
- (b) Under this Compact, the Tribe's employees may be required, as a condition of employment, to provide health services to non-IHS beneficiaries in order to meet contractual obligations. These services may be provided in either Tribal or non-Tribal facilities. The employee's status for Federal Tort Claims Act purposes is not affected.

Section 4 - Compact Modifications or Amendments

Any requests for a modification of this Compact shall be in the form of a written amendment to the Compact and shall require the written consent of the Tribe and the Secretary. Upon request in writing to the other party's Designated Official, the other party shall respond to the request for modification within 60 days of the date of the request. If not approved within those 60 days, the parties agree to negotiate the proposed modification upon reconvening negotiations.

Section 5 - Interpretation of Laws and Regulations

To the extent feasible, the Secretary shall interpret Federal laws and regulations in a manner that will facilitate this Compact and any associated Funding Agreement.

Section 6 - Officials Not to Benefit

No member of or delegate to Congress shall be admitted to any share or part of any contract executed pursuant to this Compact, or to any benefit that may arise there from; but this provision shall not be construed to extend to any contract under this Compact if made with a corporation for its general benefit.

Section 7 - Covenant Against Contingent Fees

The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Compact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

Section 8 - Penalties

The parties agree that the criminal penalties set forth in 25 U.S.C. §450d apply to all activities conducted pursuant to this Compact and associated Funding Agreement.

Section 9 - Use of Federal Employees

Section 104 of Title I of the Act shall apply to this Compact and to any individuals assigned or detailed to the Tribe performing functions under this Compact or leaving Federal employment to perform services under this Compact and associated Funding Agreement.

Section 10 - Extraordinary or Unforeseen Events

This Compact and any associated Funding Agreement is intended to obligate the Tribe to carry out all usual and ordinary functions respecting the PSFAs that it is undertaking to assume responsibility for pursuant to the successive Funding Agreements. In the event major unforeseen or extraordinary events occur, as jointly identified by the Tribe and the Secretary, with consequences beyond the control of the Tribe, the Tribe shall have access to additional services and resources to the same extent as such services and resources are available to non-compacting tribes in similar circumstances.

Section 11 - Sovereign Immunity

Nothing in this Compact or the Funding Agreement shall be construed as a waiver by the Tribe of its sovereign immunity.

Section 12 – Severability

- (a) Except as provided in this section, this Compact shall not be considered invalid, void, or voidable if any section or provision of this Compact is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction.
- (b) If Any section or provision of the Compact is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, either party may, at its option, treat this Compact as invalid, void, or voidable in accordance with the provisions of this Compact.
- (c) In the event the parties decide not to treat the Compact as invalid, void, or voidable under subsection (b) of this section, the parties will seek to amend, revise, or delete any such invalid, unlawful, or unenforceable section or provision, in accordance with the provisions of this Compact.

Article VI - Attachments

Section 1 - Approval of the Compact

The resolutions of the General and Business Councils approving this Compact are attached.

Section 2 - Funding Agreement(s)

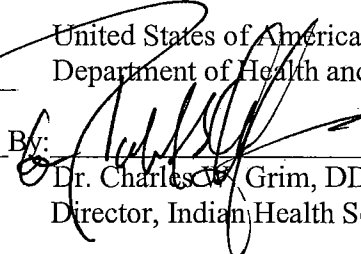
- (a) The resolution or the minutes of the Business Council approving the Funding Agreement will be attached to each year's Funding Agreement.
- (b) The negotiated and duly approved Funding Agreement identifying the PSFAs and associated resources transferred to Tribe is hereby incorporated in its entirety into this Compact.

Dated this 18th day of March 2004

Shakopee Mdewakanton Sioux Community

By: 
Stanley R. Crooks
Tribal Chairman

United States of America
Department of Health and Human Services

By: 
Dr. Charles W. Grim, DDS
Director, Indian Health Service

MAR 30 2004

**FY 2008 THROUGH FY 2010 FUNDING AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
THE SHAKOPEE MDEWAKANTON SIOUX COMMUNITY**

October 1, 2007 to September 30, 2010

Section 1 – Authority.

This multi-year (3) Funding Agreement (Agreement) is entered into by and between the Director of the Indian Health Service (IHS) for the Secretary of Health and Human Services (Secretary) of the United States of America and the Shakopee Mdewakanton Sioux Community (Tribe) pursuant to the authority in Title V of the Indian Self-Determination and Education Assistance Act (Act), P. L. 93-638, as amended, and is governed by the Compact of Self-Governance (Compact) entered into between the Secretary and Tribe on October 1, 2007 , and applicable law.

Section 2 – Purpose.

The purpose of this Agreement is to set forth the programs, services, functions and activities (PSFA), and associated resources, to be transferred from the IHS to the Tribe for the multi-year funding period October 1, 2007 through September 30, 2010 (Term); to identify the PSFAs, and associated resources, to be retained by the IHS for the same funding period; and to identify any terms and conditions for implementation of this Agreement in addition to those in the Compact.

Section 3 – Tribal Programs.

- (a) In general.

The Tribe agrees to administer, provide, or otherwise be responsible for the PSFAs identified below in accordance with the terms of the Compact and this Agreement. Sections 4 and Section 5 of this Agreement identify the IHS funding to be transferred to the Tribe for FY 2008 and the method to be used to calculate funding for the remaining fiscal Years of this Agreement.

- (b) General program description.

Services will be provided to IHS-eligible persons as defined under applicable law.

Services the Tribe will provide directly or by contract include Administration; Contract Health Services; Community Health Services; mental health counseling

ORIGINAL

and education; and substance abuse counseling, treatment, and education given the available resources.

(c) The Tribe agrees to provide the following services:

- 1) Contract Health Services: Purchase services not otherwise available or accessible to IHS-eligible beneficiaries.
- 2) Community Health Services: Community-based services to inform, educate, and motivate individuals to adopt healthy lifestyles including nutrition, diabetes education, exercise activities, smoking cessation, as well as routine cancer-screening programs.
- 3) Mental Health Services: Provide services to address family, child, adolescent, and community mental health.
- 4) Substance Abuse Services: Services to reduce substance abuse and associated problems including prevention and education, referral services, outreach services, and community involvement.
 - a. Prevention: The prevention program is designed to promote sobriety and healthy lifestyles; substance abuse education; and promotion of safety in the Community.
 - b. Counseling: Ensure substance abuse treatment completion and after care programming.
 - c. Treatment: Provide substance abuse treatment programs.
- 5) Other programs and services:
 - a. Any new health care programs, which are administered by the Department of Health and Human Services (HHS) through the IHS, that are funded during the term of this Agreement including, but not limited to, programs authorized by the Snyder Act or the Indian Health Care Improvement Act.
 - b. New health care programs resulting from the reallocation of funds and redesign of programs in accordance with the terms of the Compact, this Agreement and section 505(b) of the Act.

(d) Redesign and Consolidation.

Pursuant to Section 506 (e) and 505 (b)(2) of the Act, nothing herein shall limit the authority of the Tribe to redesign or consolidate PSFAs (or portions thereof) included in the Agreement and reallocate or redirect funds for such PSFAs (or

portions thereof) in any manner which the Tribe deems to be in the best interest of the health and welfare of the Indian community being served, only to the extent to which the redesign or consolidation does not have the effect of denying eligibility for services to population groups otherwise eligible to be served under applicable Federal law, and does not violate Federal Appropriations law.

Section 4 – Obligations of the IHS

(a) Amounts Available.

The annual amounts to be paid to the Tribe during the term of this Agreement are pursuant to the Compact and this Agreement as summarized below.

The total amount of funding in this Agreement is subject to adjustment based on changes in appropriations by Congressional action in appropriation acts. The funding amounts set forth in this Agreement are estimates and will be amended to reflect actual appropriations whether such appropriations are made by means of regular appropriations acts or other law affecting availability of funds to the IHS, the amounts of funding provided to the Tribe in this Agreement shall be adjusted as necessary, and the Tribe will be notified of such action.

(b) Direct Program Funding.

Subject to Congressional action in appropriation acts, the annual funds to be paid to the Tribe during the term of this Agreement will be at least the total of the final reconciled from the previous Fiscal Year (FY 2007 for FY 2008, FY2008 for FY2009, FY2009 for FY2010) amount of Headquarters, Area Office, and direct program funds excluding congressional earmarks and less the amounts from Program Formula funds which the IHS distributes annually on a non-recurring basis such as but not limited to, Catastrophic Health Emergency Fund (CHEF) and Office of Environmental Health and Engineering (OEHE) funds.

Program Formula funds will be recalculated annually based on the appropriate formula and paid to the Tribe.

Any adjustments will be made on the same basis as other Area tribes.

The Tribe shall receive its fair portion of the Bemidji Area Office of the IHS recurring base amount by sub-sub activity.

Congressional increases that are distributed at the Area level will be distributed based on the Area Tribal Size Adjustment percentage (TSA %) for a tribe calculated using the most recent validated and approved Bemidji Area Patient Count. For FY 2008, the Area TSA% was calculated using the Area FY 2006

Bemidji Area Patient Count. For FY 2009 and FY 2010 the Area TSA% will be calculated using the most recent validated Bemidji Area Patient Count. Nothing in this Compact shall impair the Tribe's ability to apply for new programs or tribal shares on the same basis as other tribes.

(b)(i) Total Program Funds Available FY 2008

Headquarters Tribal Shares (HQ OEH&E)	\$48,870
Area Tribal Shares w\ Aberdeen Area Office (AAO) and OEH&E Equipment	\$79,559
Tribal Base w\Direct Contract Support Cost (CSC)	\$781,495
Estimated Indirect CSC (Indirect CSC are non-recurring and subject to Section 4(a)(v))	\$59,120
Total Program Funds	\$969,044

(b)(ii) Retained Shares-Headquarters

120	Clinical Sup	\$955
126	DIR	\$12,358
137	DIR HQ	\$5,178
201	Dental	\$371
1301	Dir Ops Dir	\$1,712
2401	SFC Support	\$333
2402	EHS Support	\$1,046
2403	Fac Support	\$17
2404	Eng SVCs	\$52

Total Headquarters Retained **\$22,022**

Retained Shares-Area

314	MIS	\$5,840
319	Fac Sup	\$621
320	EHS	\$4,220
321	Eng Svc	\$425
322	SFC Area	\$2,593
326A	EHS Field	\$11,068
326B	EHS District	\$2,532
327	SAFC Field	\$2,977

Total Area Retained **\$30,276**

(b)(iii) Total Negotiated Amount

Headquarters Tribal Shares	\$26,848
Area Tribal Shares w\AAO.	\$39,850
Area OEH&E (w\M&I)	\$9,433
Tribal Base (w\Direct CSC)	\$781,495
Estimated Indirect CSC (Indirect CSC are non-recurring and subject to Section 4 (a)(v))	\$59,120
Total	\$916,746

The estimated amount to be paid to the Tribe under Section 508(c) of the Act pursuant to this agreement is \$847,193 for FY2008. (The estimated amount to be paid to the Tribe under Section 508(c) of the Act pursuant to this agreement for FY2009 and FY2010 has yet to be determined. Once the estimated amounts are determined, IHS will provide the Tribe with an estimated funding breakdown like the one provided in section 4(a)(i)(a) through (c) for FY2008 in this Agreement.) This does not include the OEH&E Program Formula Shares, indirect contract support costs, or earmarks. This amount is subject to adjustment only to reflect changes in Congressional Appropriations by sub-sub activity excluding earmarks.

(c) OEH&E Funding.

The Tribe's OEH&E funds are included in the total negotiated amount in section 4(a)(i)(c) above.

The amount of OEH&E funds to be paid to the Tribe will be identified on an annual basis based on workload and need based distribution methodologies.

The distribution methodologies used in FY97 will continue to be used to calculate the OEH&E funds transferred to the Tribe unless the IHS consults with the Tribe regarding any change in the methodology and the Tribe concurs in the change.

The amount of funds to be paid and any retained shares will be calculated and paid on an annual basis to the Tribe.

(d) Other Headquarters Managed Funds.

The Tribe is to remain eligible for distribution of tribal shares of the Management Initiatives, and Director's Emergency Fund line items as identified in FY2005 Headquarters tables.

Shares of the Management Initiatives, and Director's Emergency Fund line items will be based on the (TSA) formula for any balance in the fund at each fiscal year end.

Tribal Shares of assessments will be distributed based on the Director's final decision.

(e) Other Resources.

The Tribe will also be eligible for new services, service increases, mandatories, population growth, health services priority system, Congressional increases, contract support, and other non-recurring resources on the same basis as all other tribes.

(f) Contract Support Costs.

The parties agree that the CSC funding under this Funding Agreement (FA) will be calculated and paid in accordance with Sections 508[c], 519(b) and 106(a) of the Act; IHS CSC Policy (Indian Health Manual - Part 6, Chapter 3) or its successor; and any statutory restrictions imposed by Congress. In accordance with these authorities, and taking into account available appropriations for CSC, the parties agree that under this FA the Shakopee Mdewakanton Sioux Community will receive direct CSC in the amount of \$13,086 (amount from funding table), and indirect CSC in the amount of \$59,120 (amount from funding table).^{*} These amounts were determined using the FY 2007 IHS CSC appropriation, and the Tribe's direct cost base and indirect rate as of [date of negotiation], and may be adjusted as set forth in the IHS CSC Policy (IHM 6-3) as a result of changes in program bases, Tribal CSC need, and available CSC appropriations. Any adjustments to these amounts will be reflected in future modifications to this FA.

(g) Continuing Services.

The IHS will continue to provide the Tribe services, and the Tribe shall remain eligible for other activities provided or conducted by IHS with any and all retained program funds, including those retained as "residual."

Section 5 – Terms and Conditions of Budget Funding.

(a) Term.

This Agreement will cover the three year period from **October 1, 2008** through September 30, 2010.

(b) **User Population Calculations.**

As of October 1, 2007, the Tribe's IHS Official HQ User Population is 749.

The Tribe agrees to provide to the IHS the number of users served by the Tribe for each fiscal year of the term based on the IHS criteria for determination of user populations.

The IHS may recalculate the HQ User Population during the term of this Agreement.

The HQ TSA% may be recalculated based on the new HQ User Population number after Tribal consultation.

Section 6 – Errors, Mistakes, Adjustments.

The parties agree to mutually correct errors in calculations, mistakes, or other adjustments to the amounts of funding identified in Section 4 of this Agreement for FY2008 and the supplemental funding breakdowns, IHS will provide the Tribe under this Agreement for FY2009 and FY2010.

Section 7 – Method of Payment.

All funding shown in Section 4 shall be paid in one lump sum within 30 days of apportionment of such funds to HHS, with the exception of program formula funds, which will be paid within 30 days of the Area receiving funds.

Section 8 – Earmarked Programs, Services, and Functions.

The Tribe is not authorized under this Agreement to redesign, shift, or transfer funding for PSFAs, which are subject to special restrictions imposed by Appropriations Acts.

Section 9 – Amendments or Modifications of this Agreement as Negotiated.

Except as otherwise provided by this agreement, the Compact, or by law, any modifications of this Agreement shall be in the form of a written amendment and shall require written consent of the Tribe and the Secretary.

Written consent of the Tribe shall not be required for issuing amendments that result from increases in actual appropriation levels, or which represent an increase in funding for PSFAs identified in the Agreement. Such increases include, but are not limited to: mandatory increases; end of year distributions;

Program/Area/HQ Mandatories; Program/Area /HQ/ End-of-year Distributions;
and CHEF.

Section 10 - Statutorily Mandated Grants.

In accordance with section 505(b)(2) of the Act and its implementing regulations, the parties agree that the Secretary will add any statutorily mandated grant awarded through the IHS to the Tribe to this FA after these grants have been awarded. Grant funds will be paid to the Tribe as a lump sum payment through the PMS grants payment system. The Tribe will use interest earned on such funds to enhance the specific statutorily mandated grant program including allowable administrative costs. The Tribe will comply with all the terms and conditions of the grant award for statutorily mandated grants, including reporting requirements, and will not reallocate grant funds nor redesign the grant program.

Section 11 - Approval of Funding Agreement.

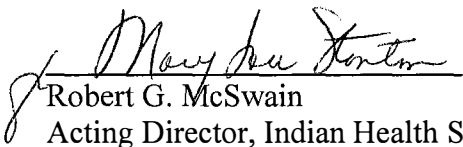
The resolution or the minutes of the Business Council approving this Agreement is attached to this Agreement.

Section 12 - Health Status Reporting.

The Tribe agrees to report on health status and service delivery in accordance with the requirements of Section 507(a)(1) of the Act. GPRA measures will be used as guidance in measuring the relative costs and benefits of the activities undertaken by the Tribe in this Agreement. The GPRA Measures to be used for FY 2008 are attached as Attachment (to be determined). When the Health Status Reporting Measures to be used for FY2009 and FY2010 are determined, the Tribe will provide them to IHS for inclusion into the FA.

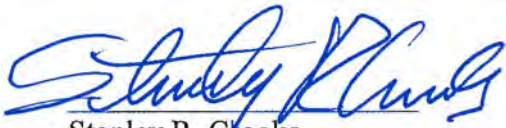
The foregoing provisions of this FY 2008 through FY20 10 funding agreement to the Compact of Self-Governance between the Shakopee Mdewakanton Sioux Community and the Indian Health Service are hereby agreed to on the dates inscribed below.

U.S. Department of Health and Human Service by:


Robert G. McSwain
Acting Director, Indian Health Service

11/20/07
Date Signed

Shakopee Mdewakanton Sioux Community by:



Stanley R. Crooks
Tribal Chairman

8-8-07

Date Signed



Stanley R. Crooks
Tribal Chairman



Date Signed

SELF-GOVERNANCE FA TABLE

Tribe: Shakopee

FY: 2008 FA #: 67G040084

Date: August 13, 2007

SUB-SUB ACTIVITY	PROGRAM			AREA			HEADQUARTERS			TOTALS		
	FA Amount	Retained Services	Pgm Total Amount to Be Rec'd	FA Amount	Retained Services	Area Total Amount to Be Rec'd	FA Amount	Retained Services	HQ Total Amount to Be Rec'd	FA Amount	Retained Services	FA Total Amount to Be Rec'd
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
(1) Hospitals & Clinics	383,479	0	383,479	41,490	(5,840)	35,650	29,942	(18,491)	11,451	454,911	(24,331)	430,580
(2) Dental	13,250	0	13,250	0	0	0	371	(371)	0	13,621	(371)	13,250
(3) Mental Health	4,060	0	4,060	0	0	0	1,375	0	1,375	5,435	0	5,435
(4) Alcohol & Subst Abuse	90,910	0	90,910	2,530	0	2,530	1,385	0	1,385	94,825	0	94,825
(5) Reimbursements	0	0	0	0	0	0	0	0	0	0	0	0
(6) Public Health Nursing	4,450	0	4,450	0	0	0	591	0	591	5,041	0	5,041
(7) Health Education	570	0	570	0	0	0	721	0	721	1,291	0	1,291
(8) Community Health Reps.	31,050	0	31,050	0	0	0	1,559	0	1,559	32,609	0	32,609
(9) Immunization AK	0	0	0	0	0	0	0	0	0	0	0	0
(10) Direct Operations	0	0	0	0	0	0	10,439	(1,712)	8,727	10,439	(1,712)	8,727
(11) Contr Supp Costs-Direct	13,086	0	13,086	0	0	0	0	0	0	13,086	0	13,086
(12) Contr Supp Costs-Indirect	59,120	0	59,120	0	0	0	0	0	0	59,120	0	59,120
(13) Self-Governance	0	0	0	0	0	0	0	0	0	0	0	0
(14) Other, Services (Annual)	0	0	0	0	0	0	0	0	0	0	0	0
(15) Total, Services	599,975	0	599,975	44,020	(5,840)	38,180	46,383	(20,574)	25,809	690,378	(26,414)	663,964
(16) Contract Health Services	239,640	0	239,640	0	0	0	1,039	0	1,039	240,679	0	240,679
(17) Environ Hlth Support	1,000	0	1,000	23,390	(23,390)	0	0	0	0	24,390	(23,390)	1,000
(18) Facilities Support	0	0	0	1,046	(1,046)	0	0	0	0	1,046	(1,046)	0
(19) OEHE Support	0	0	0	0	0	0	1,448	(1,448)	0	1,448	(1,448)	0
(20) Maint & Improvement	0	0	0	5,904	0	5,904	0	0	0	5,904	0	5,904
(21) Sanit Facilities - Housing	0	0	0	0	0	0	0	0	0	0	0	0
(22) Sanit Facilities - Regular	0	0	0	0	0	0	0	0	0	0	0	0
(23) Equipment	0	0	0	3,529	0	3,529	0	0	0	3,529	0	3,529
(24) Total, Indian Hlth Facil	1,000	0	1,000	33,869	(24,436)	9,433	1,448	(1,448)	0	36,317	(25,884)	10,433
AAO				1,670	0	1,670				1,670	0	1,670
(25) GRAND TOTAL, AFA	840,615	0	840,615	79,559	(30,276)	49,283	48,870	(22,022)	26,848	969,044	(52,298)	916,746

Program line 17: IPP shares

Program line 12: CSC indirect

Certification:

Robert Aitken, Budget Officer, BAO

an amount of \$142,834 of IDC type costs was negotiated but is subject to IHS Manual Part 6 Chapter 3
Date:

SHAKOPEE
Lump Sum Amount for "Indirect Types of Costs"
AFA # 67G040084 for FY2008

POSITION	Salary	Benefits	footnote	% FTE	Indirect per Position
Fac Mgt	\$70,908	\$17,727	3	3%	\$2,836
Prop&Sup	\$45,100	\$11,275	1	20%	\$11,275
Housekeeping	\$28,594	\$7,148	1	50%	\$17,871
Accounting	\$75,992	\$18,998	2	40%	\$37,996
Exec. Mgt/Personnel	\$165,200	\$41,300	2	10%	\$20,650
MIS	\$61,237	\$15,309	1	40%	\$30,618

Sub Total \$121,247

Audit \$60,000 2 10% \$6,000

Insurance			% of total	
Property	\$111,470	3	3.2	\$3,567
Machinery	\$9,487.00	3	3.2	\$304
Gen liability	\$50,282.00	3	3.2	\$1,609
Auto liability	\$18,649.00	4	2.86	\$533
Auto Phy Damages	\$19,707.00	4	2.86	\$564
Umbrella	\$125,101.00	5		\$1,050
crime	\$5,211.00	3	3.2	\$167
				\$7,793

Total \$142,834

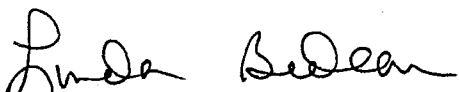
1. The % FTE is based on the HSP/RRM data for a facility of that size. The Tribe does not receive funding for these functions
They are carried out by Tribal employees.
2. The % FTE is calculated at % because the Health Dept is one of 10 Departments that they provide services to.
An example would be the Exec Mgt supervises 10 Departments one of which is the Health Department.
3. Calculated by dividing Health Division space by the total building space. (1,536/48,000=.032)
4. Calculated based on the number of autos assigned to Health div divided by the total vehicles covered.(1 of 35)
5. Umbrella was calculated by looking at actual cost for umbrella coverage for Dental and direct medical services.
Nurse practitioner \$250 x 2= \$500, RN \$150 x2=\$300, Dental \$250 x 1= \$250 for a total of \$1050

FY2008 Amount Available for IDC distribution

\$47,495


 Victor Mosser, Area Lead Negotiator

7/23/2007
 Date


 Linda Bedeau, Health Systems Specialist

7-23-07
 Date


 Nina McFadden, Director, Office Self Governance

7-23-07
 Date

Table #4:

**HQ PFSAs for FY 2007 TSA and Program Formula Lines
\$ in Pool, Eligible Shares, and Prior Payment**

Based on FY 2006 IHS Appropriation

SHAKOPEEShares Allocable to AFAEligible for 2007**\$47,421****\$47,421****SHAKOPEE**

			<u>\$ Pool</u>	<u>Eligible</u>	<u>Paid in</u>	<u>Elig. in</u>	<u>Leave</u>	<u>Due</u>
	<u>TSA</u>	<u>PF</u>	<u>BB</u>	<u>TSA+PF</u>	<u>Shares</u>	<u>2006</u>	<u>2007</u>	<u>2007</u>
Hospitals & Clinics			<u>\$55,202,577</u>	<u>\$29,943</u>	<u>\$11,442</u>	<u>\$29,943</u>		
101	Emergency Fund	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$3,999,499			0
105	Management Initiatives	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$2,064,790			0
106	A.C.O.G. Contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$99,227	\$63	\$63	63
107	H.P./D.P. Initiatives	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$3,752,916	\$1,011	\$1,011	1011
110	N.E.C.I.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,106,138	\$708	\$708	708
111	Nurse Initiatives	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,290,538	\$855	\$855	855
112	Nursing Costeps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$619,054	\$396	\$396	396
113	Chief Clinical Consultant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$278,374	\$178	\$178	178
115	Emergency Medical Svcs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$555,138	\$458	\$458	458
117	Traditional Advocacy Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$101,240	\$65	\$65	65
118	Research Projects	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,270,423	\$809	\$807	809
119	A.A.I.P. Contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$26,903	\$17	\$17	17
120	Clinical Support Center-Phoenix	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,622,815	\$955	\$955	955 0
121	Costeps-Non Physicians	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$78,091	\$50	\$50	50
123	Physician Residency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$277,565	\$178	\$178	178
124	Recruitment/Retention	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,080,486	\$1,331	\$1,327	1331
125	U.S.U.H.S., etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$3,046,511	\$1,949	\$1,950	1949
126	D.I.R. Support Fund	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$19,266,834	\$12,358	\$12,358	12,358 0
127	Evaluation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,066,511	\$682	\$683	682
128	National Indian Health Board	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$462,078	\$294	\$294	294
129	Albuq/HQ Administration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$889,710	\$453	\$453	453
130	Nutrition Training Center	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$347,151	\$240	\$240	240
131	Diabetes Program-Albuq/HQ	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,245,886	\$831	\$827	831
132	Cancer Prevention-Albuq/HQ	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$704,723	\$473	\$470	473
133	Health Records	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$137,156	\$69	\$69	69
134	AIDS Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$425,699	\$109	\$109	109
135	Handicapped Children	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$348,056	\$234	\$234	234
137	National DIR Support-Albuq/HQ	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$8,039,065	\$5,178	\$5,178	5,178 0
Dental Health			<u>\$5,028,515</u>	<u>\$371</u>		<u>\$371</u>		
201	IHS Dental Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,000,526	\$371	\$371	371 0
202	IHS Dental Program - PgmFormula	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$4,027,989			
Mental Health			<u>\$2,187,998</u>	<u>\$1,375</u>	<u>\$1,367</u>	<u>\$1,375</u>		
301	Technical Assistance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,455,692	\$906	\$900	906
302	C.M.I. Grants	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$625,372	\$400	\$399	400
303	National Conference	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$106,934	\$68	\$68	68
Alcohol/Sub. Abuse			<u>\$3,517,678</u>	<u>\$1,385</u>	<u>\$1,379</u>	<u>\$1,385</u>		
401	Clinical Advocacy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,758,913	\$552	\$546	552
402	Collaborative Initiatives	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$758,765	\$833	\$833	833
Contract Health Care			<u>\$8,978,220</u>	<u>\$1,039</u>	<u>\$1,011</u>	<u>\$1,039</u>		

SHAKOPEE

				<u>\$ Pool</u>	<u>Eligible</u>	<u>Paid in</u>	<u>Elig. in</u>	<u>Leave</u>	<u>Due</u>
		<u>TSA</u>	<u>PF</u>	<u>BB</u>	<u>TSA+PF</u>	<u>Shares</u>	<u>2006</u>	<u>2007</u>	<u>2007</u>
501	Fiscal Intermediary	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$6,466,961	\$0		\$0	0
504	C.H.S. Reserve & Undistributed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,511,259	\$1,039	\$1,011	\$1,039	1,039

Public Health Nursing

					<u>\$3,307,044</u>	<u>\$591</u>	<u>\$592</u>	<u>\$591</u>	
601	Preventive Health Initiatives	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$909,251	\$591	\$592	\$591	591
602	Preventive Health Initiatives - PgmFo	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$2,397,793				

Health Education

					<u>\$1,115,025</u>	<u>\$721</u>	<u>\$717</u>	<u>\$721</u>	
701	IHS Health Education Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,115,025	\$721	\$717	\$721	721

CHR

					<u>\$2,397,746</u>	<u>\$1,559</u>	<u>\$1,550</u>	<u>\$1,559</u>	
801	IHS CHR Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,397,746	\$1,559	\$1,550	\$1,559	1,559

Direct Operations

					<u>\$16,324,732</u>	<u>\$10,439</u>	<u>\$8,663</u>	<u>\$10,439</u>	
1301	Direct Operations - Rockville	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$16,324,732	\$10,439	\$8,663	\$10,439	17,128,727

Facilities & Envr. Hlth. S

					<u>\$6,622,818</u>				
2401	San. Facilities Constr. Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$1,968,375	See Table 4F			333 0
2402	Environ. Health Services Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$1,214,070	See Table 4F			1,046 0
2403	Facilities & Realty Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$1,897,752	See Table 4F			17 0
2404	Facilities Engineering Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$1,145,791	See Table 4F			0 0
2405	Engineering Services Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$396,830	See Table 4F			52 0

Other:

Note: For shares in line 2401-2405, please refer to Table 4F to be provided by Area.

<u>TSA</u>	<u>\$77,057,550</u>			
<u>Program Formula</u>	<u>\$27,624,803</u>			
<u>Total</u>	<u>\$104,682,353</u>	<u>\$47,421</u>	<u>\$26,721</u>	<u>48,869</u>

Revised Total

<u>22,022</u>	<u>26,847</u>
---------------	---------------

The IHS negotiator is responsible for pro-rating Program, Functions, Services Activities (PFSA) amount IF: 1) the Tribe elects not to take 100% of the respective PFSA, and/or 2) the period is not a full year.

Tribal Size Adjustment (TSA) LINES: The amount shown in the Shares column was determined based on the TSA formula during April 1997 (FY 1997 budget). Since then, annual adjustments were made to shares that are proportional to increases/decreases in the IHS appropriations for the relevant budget sub-activity. Annual adjustments will be applied to shares when the new IHS appropriations bill is enacted.

PROGRAM FORMULA (PF) LINES: The amounts shown in the Shares column is determined annually by separate program formula. In many program formula lines, results differ from year to year. If zero shares appear in any program formula line at the time of negotiations, keep in mind that the AFA may (or may not) qualify later in the fiscal year (depending results when the formula is applied). The Facilities and Environmental Health Support, lines 2401 - 2401, are recomputed annually with program formula - Table 4F.

BASE BUDGET (BB) COLUMN: Stable funding level over a multi-year period to operate IHS PFSA's under Title III Compact

TRIBE: SHAKOPEE 10/01/07 09/30/08
DATE: 5.21.07

BEMIDJI AREA - Pre-Negotiation Sheet

2008 AFA DETAIL BY ACCOUNT

Prepared by Finance Office

Based on 2007 Appropriations

A	B	C	D	E	F	G	H	I
Item Numbers From Tables	AFA SHARES BY AREA ACCOUNT	Sub-Sub	2007 BAO Total Starting Base	2008 Initial Shares	2007 Mandatory Increases	2008 Shares Eligible	2008 Retained Amount	2008 Negotiated Amount
	Health Services Account							
301	Area Director	H/C	228,590	3,440		3,440	0	3,440
302	Program Planning	H/C	130,000	1,950		1,950	0	1,950
303	OSD	H/C	329,390	4,950		4,950	0	4,950
304	CMO/OCS Support	H/C	334,100	5,020		5,020	0	5,020
305	Behavioral Health	ASA	168,160	2,530		2,530	0	2,530
306	Recruitment	H/C	87,850	1,320		1,320	0	1,320
307	Non-Contractable	H/C	165,940	5,630		5,630	0	5,630
309	Health Resources Management	H/C	85,270	1,280		1,280	0	1,280
310	Executive Officer & Support	H/C	49,880	750		750	0	750
311	Budget	H/C	261,860	3,940		3,940	0	3,940
312	Contracting	H/C	331,630	4,990		4,990	0	4,990
313	Office Services	H/C	158,310	2,380		2,380	0	2,380
314	MIS	H/C	388,470	5,840		5,840	5,840	0
	TOTAL HEALTH SERVICES ACCOUNT		2,719,450	44,020		44,020	5,840	38,180
	AREA OEHE*							
319	Facility Support		193,525	621		621	621	0
320	Environmental Health Support		267,710	4,220		4,220	4,220	0
321	Engineering Services		130,000	425		425	425	0
322	SFC Area		148,496	2,593		2,593	2,593	0
	TOTAL AREA OEHE		739,731	7,859		7,859	7,859	0
	AREA MANAGED*							
	Alcohol Reg. Trmt. Ctrs.					0		0
326A	OEH Sanitarian (Field)		642,503	11,068		11,068	11,068	0
326B	OEH Sanitarian (District)		160,626	2,532		2,532	2,532	0
327	SFC Field OEH Engineer		1,878,782	2,977		2,977	2,977	0
328	M&I		2,134,074	5,904		5,904	0	5,904
328A	Equipment		997,159	3,529		3,529	0	3,529
	TOTAL AREA MANAGED		5,813,144	26,010		26,010	16,577	9,433
	TRIBES OPERATING UNIT		2007 Starting Base	2007 Initial Base	2007 Increases	2008 Eligible	2008 Withheld	2008 Negotiated
	Hospitals & Clinics	H/C	66,929,868	367,419	16,060	383,479	0	383,479
	Dental	DEN	3,445,521	12,370	880	13,250	0	13,250
	Mental Health	M/H	1,877,126	3,620	440	4,060	0	4,060
	Alcohol/Substance Abuse	ASA	8,454,994	86,940	3,970	90,910	0	90,910
	Public Health Nursing	PHN	1,799,175	4,100	350	4,450	0	4,450
	Health Education	HE	512,509	470	100	570	0	570
	Community Health Reps.	CHR	4,194,818	30,380	670	31,050	0	31,050
	Contract Health Service	CHS	34,798,648	239,640		239,640	0	239,640
	Direct Contract Support Costs	DCSC	3,090,876	13,086		13,086	0	13,086
	Indirect Contract Support Costs ^{1/}	IDCSC	9,103,969	59,120		59,120	0	59,120
341	Environmental Health	OEH	33,000	1,000		1,000	0	1,000
	TRIBE BASE TOTAL		134,240,504	818,145	22,470	840,615	0	840,615
	TOTAL BEMIDJI AREA		143,512,829	896,034	22,470	918,504	30,276	888,228
	Aberdeen Area		280,270	1,670		1,670		1,670
	Technical Assistance						Withheld	
	Supports Clinical Applications Coordinator (CAC)							
	Supports Business Office Coordinator (BOC)							
	Total Technical Assistance					0	0	
	GRAND TOTAL			\$897,704	\$22,470	\$920,174	\$30,276	\$889,898

1/ Indirect Contract Support Costs (IDC) are nonrecurring, must be justified annually, and can only be used for IDC.

* OEHE funds are based on workload and change each year

Reviewed by Finance: _____ Date: _____

IHS Lead Negotiator:

SUPPORT PACKAGE SELECTION
Identifies Total DIR Shares Available for selected Tribe

Tribal Lead Negotiator:

Name/Site:

TITLE I or V

(DIR worksheet # 3)

Shakopee

	NATIONAL DATABASE SERVICES	TELECOMM. MANAGEMENT SERVICES	SOFTWARE DEVELOPMENT & MAINTENANCE SERVICES	SYSTEM SUPPORT & TRAINING SERVICES	DIR/ITSC RETAINED SHARES
<u>SUPPORT PACKAGE # 1</u>	PREMIER	PREMIER	PREMIER	PREMIER	
Tribal Shares Available	\$2,855 100%	\$6,281 100%	\$7,228 100%	\$2,870 100%	
RE-ENTER Select Share(s)	\$2,855	\$6,281	\$7,228	\$2,870	\$19,234
<u>SUPPORT PACKAGE # 2</u>	REGULAR	REGULAR	REGULAR	REGULAR	
Tribal Shares Available	\$2,284 80.0%	\$4,773 76.0%	\$2,891 40.0%	\$717 25.0%	
RE-ENTER Select Share(s)	\$0	\$0	\$0	\$0	\$0
<u>SUPPORT PACKAGE # 3</u>	ECONOMY	ECONOMY	ECONOMY		
Tribal Shares Available	\$1,599 56.0%	\$2,575 41.0%	\$1,518 21.0%		
RE-ENTER Select Share(s)	\$0	\$0	\$0		\$0
<u>100%</u> -----> TOTAL RETAINED					\$19,234
OVERVIEW OF SERVICE LEVELS					TOTAL AVAILABLE
					\$19,233

Based on the above package selection, the Indian Health Service and Tribe have both acknowledged and accept the terms and responsibilities required for effective and efficient service delivery. Should there be a need to modify the level of support, this will be done by designated individuals/teams of each party.

Note: The above support packages are based on aggregate available FY2007 DIR Tribal Shares. It will be left to the discretion of the Lead Negotiator or Area Office Representative to break down the dollar amounts to more detail if required by customer.

SELF-GOVERNANCE FA TABLE

Tribe: Shakopee

FY: 2008 FA #: 67G040084

Date: August 13, 2007

SUB-SUB ACTIVITY	PROGRAM			AREA			HEADQUARTERS			TOTALS		
	FA Amount	Retained Services	Pgm Total Amount to Be Rec'd	FA Amount	Retained Services	Area Total Amount to Be Rec'd	FA Amount	Retained Services	HQ Total Amount to Be Rec'd	FA Amount	Retained Services	FA Total Amount to Be Rec'd
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
(1) Hospitals & Clinics	383,479	0	383,479	41,490	(5,840)	35,650	29,942	(18,491)	11,451	454,911	(24,331)	430,580
(2) Dental	13,250	0	13,250	0	0	0	371	(371)	0	13,621	(371)	13,250
(3) Mental Health	4,060	0	4,060	0	0	0	1,375	0	1,375	5,435	0	5,435
(4) Alcohol & Subst Abuse	90,910	0	90,910	2,530	0	2,530	1,385	0	1,385	94,825	0	94,825
(5) Reimbursements	0	0	0	0	0	0	0	0	0	0	0	0
(6) Public Health Nursing	4,450	0	4,450	0	0	0	591	0	591	5,041	0	5,041
(7) Health Education	570	0	570	0	0	0	721	0	721	1,291	0	1,291
(8) Community Health Reps.	31,050	0	31,050	0	0	0	1,559	0	1,559	32,609	0	32,609
(9) Immunization AK	0	0	0	0	0	0	0	0	0	0	0	0
(10) Direct Operations	0	0	0	0	0	0	10,439	(1,712)	8,727	10,439	(1,712)	8,727
(11) Contr Supp Costs-Direct	13,086	0	13,086	0	0	0	0	0	0	13,086	0	13,086
(12) Contr Supp Costs-Indirect	59,120	0	59,120	0	0	0	0	0	0	59,120	0	59,120
(13) Self-Governance	0	0	0	0	0	0	0	0	0	0	0	0
(14) Other, Services (Annual)	0	0	0	0	0	0	0	0	0	0	0	0
(15) Total, Services	599,975	0	599,975	44,020	(5,840)	38,180	46,383	(20,574)	25,809	690,378	(26,414)	663,964
(16) Contract Health Services	239,640	0	239,640	0	0	0	1,039	0	1,039	240,679	0	240,679
(17) Environ Hlth Support	1,000	0	1,000	23,390	(23,390)	0	0	0	0	24,390	(23,390)	1,000
(18) Facilities Support	0	0	0	1,046	(1,046)	0	0	0	0	1,046	(1,046)	0
(19) OEHE Support	0	0	0	0	0	0	1,448	(1,448)	0	1,448	(1,448)	0
(20) Maint & Improvement	0	0	0	5,904	0	5,904	0	0	0	5,904	0	5,904
(21) Sanit Facilities - Housing	0	0	0	0	0	0	0	0	0	0	0	0
(22) Sanit Facilities - Regular	0	0	0	0	0	0	0	0	0	0	0	0
(23) Equipment	0	0	0	3,529	0	3,529	0	0	0	3,529	0	3,529
(24) Total, Indian Hlth Facil	1,000	0	1,000	33,869	(24,436)	9,433	1,448	(1,448)	0	36,317	(25,884)	10,433
AAO				1,670	0	1,670				1,670	0	1,670
(25) GRAND TOTAL, AFA	840,615	0	840,615	79,559	(30,276)	49,283	48,870	(22,022)	26,848	969,044	(52,298)	916,746
Program line 17: IPP shares Program line 12: CSC indirect Certification: Robert Aitken, Budget Officer, BAO												
an amount of \$142,834 of IDC type costs was negotiated but is subject to IHS Manual Part 6 Chapter 3 Date:												

Pending Passage of an Appropriation
 Act, Funds Are Not Presently Available
 Initial BAK Date 8.14.07

Estimated Area and Headquarters Facilities Appropriation Funds for FY 2008 SD/SG Negotiations

Current Funds Manager:	BE, PRIOR LAKE (SHAKOPEE)	Serv Type:	T5
Possible SG Tribe or Org:	Shakopee (Prior Lake)	For Fiscal Year:	2008
Tribes Served:	Shakopee (Prior Lake)		
Comments:			

HQ Line #	Activity Description	AREA			Base Thru	HEADQUARTERS - Facilities Appropriation					
		FY2007 Actual	FY2008 Avail106a1	FY2008 Negotiated		Share Factor	FY2007 Actual	FY2008 Av 106a	FY2008 Calcul	FY2008 Negot	Base Thru
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
	Maintenance and Improvement (M&I)(2100)										
1	Routine M&I IHS owned Facility	0	0	0							
2	Routine M&I Tribally owned Facility	0	6,613	0							
3	Project M&I IHS owned Facility	0	0	0							
4	Project M&I Tribally owned Facility	0	0	0							
a	Subtotal Non-base (26)	0	6,613	0							
b	Subtotal base (26)	0	0	0							
2100	Total M&I (26)	0	6,613	0							
5	M&I Environmental Remediation Projects										
2200	Sanitation Facilities (P.L. 86-121 Projs) (00)	Available through amendment process					Available with accepted proposal				
2300	Health Care Facilities (NEW) (00)						With line item construction project				
	Facilities and Environ Health Support (2400)										
	Environ Health Support Account (EHSA)										
11	San Fac Constr (SFC) Support - Proj Related	0	4,367	0							
12	AO SFC Program Mgmt - Proj Related	0	0	0							
13	SFC Support - Non-project Related	0	1,664	0							
14	AO SFC Program Management-Non-project Related	0	0	0							
15	Other:	0	0	0							
a	Subtotal Non-Base (27)	0	6,031	0							
b	Subtotal Base (27)	0	0	0							
c	Subtot HQ-OEHE Support -SFC Non-Base (29)					0.0552	0	333	0	0	
d	Subtotal HQ-OEHE Support -SFC Base (29)						0	0	0	0	
2401	Total HQ-OEHE Support - SFC Related (29)						0	333	0	0	
16	Environ Health Services - Basic Program	0	18,947	0							
17	Environ Health Services - Institutional Hlth	0	0	0							
18	Environ Health Services - Injury Prevention	0	0	0							
19	AO Environmental Health Services Support	0	0	0							
20	Other:	0	0	0							
a	Subtotal Non-Base (27)	0	18,947	0							
b	Subtotal Base (27)	0	0	0							
c	Subtot HQ-OEHE Support EHS Non-Base (29)					0.0552	0	1,046	0	0	
d	Subtotal HQ-OEHE Support EHS Base (29)						0	0	0	0	0
2402	Total HQ-OEHE Support - EHS Related (29)						0	1,046	0	0	
	Facilities Support Account (FSA)										
31	Service Unit Operations	0	0	0							
32	Biomedical	0	0	0							
33	AO FSA Support	0	594	0							
34	AO Real Property Support	0	0	0							
35	AO Biomedical Program	0	0	0							
36	M&I Engineering Support	0	425	0							
37	Other:	0	0	0							
	Total FSA (28)	0	1,019	0							
2403	HQ Facilities and Real Property Support										
a	Total HQ - OEHE Support - FSA Related (29)					0.0167	0	17	0	0	
b	HQ Real Property(based on net # of bldgs transferred to tribe) (29)		0	0		204.71	0	0	0	0	
2404	Facilities Planning and Construction Support										
2405	Engineering Services Support										
a	M&I Contracting Services (29)					0.0079	0	52	0	0	
b	New Health Care Facilities (29)										
2400	TOTAL Facilities and Environ Support (29)	0	25,997	0			0	1,448	0	0	
2500	Equipment Replacement (01)	0	850	0							
	SubTotal (Non-Base)	0	33,460	0			0	1,448	0	0	
	SubTotal (Base Budget Pilo	0	0	0			0	0	0	0	
d:ver:h	GRAND TOTAL	0	33,460	0			0	1,448	0	0	

FA/Compact CERTIFICATION STATEMENT

TO: Director, INDIAN HEALTH SERVICE

FROM: Victor Mosser (Agency Lead Negotiator) Bemidji Area, Indian Health Service

SUBJECT: Review of Shakopee Mdewakonton Sioux; renewal FA; Financial Documents — FY2008

Compact Number: 67G040084
Oct 1, 2007 to September 30, 2010

I have reviewed the multi-year FA and the Headquarters/Area Financial Documents and have provided a copy to Marion Wanless (Legal Counsel Region X) for the Bemidji Area. I certify that this document accurately reflects what was negotiated and agreed to with the Tribe/Co-Signer, unless otherwise noted below. Headquarters and Area tribal shares were negotiated in accordance with established policy and appropriate TS and program formulas, except where noted on appropriate pages.

The following documents are attached:

2008 FA renewal
HQ TS Table
Area Detail Table
Self Governance Summary Tables
IDC type cost calculation

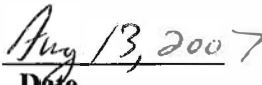
Method of Payment: Section 7 page 7: 100% of SU/638, Area and HQ funds to be paid in the initial lump sum within 30 days of when OMB apportions to DHHS. Program formula shares to be paid within 30 days of apportionment of such funds to the Area.

Contract Support Costs: Section 4 (f), page 6: The new CSC language was added. CSC to be calculated and paid in accordance with IHS Manual, Part 6, Chapter 3 or its successor; IHS will provide a shortfall report as required by Section 106 (c).

Adjustments due to Congressional Actions: Section 4(a), page 3: Adjustment based on changes in appropriations by Congressional action in appropriation acts and upon enactment of relevant appropriation action or other law affecting availability of funds to the IHS; the tribe to be notified that the total funding amount will be adjusted in accordance with the law.

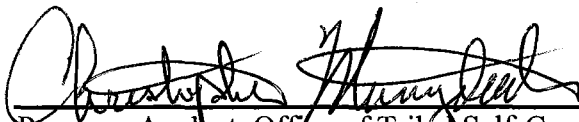
The Bemidji Area recommends the FA renewal for signature.


Agency Lead Negotiator


Date

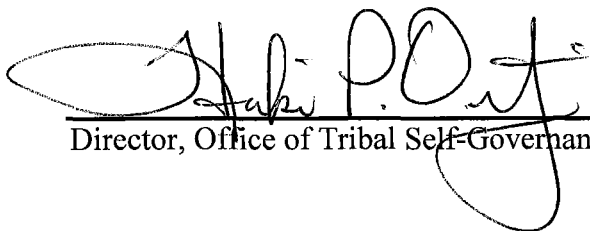
ORIGINAL

Headquarters OFA Certification is included.



Program Analyst, Office of Tribal Self-Governance 11/19/2007
Date

OTSG has reviewed the renewed FA and funding tables in its entirety and recommend it be approved and signed by the Director, IHS.



Director, Office of Tribal Self-Governance 11/19/2007
Date

FY 2008 OFA vs FA AMOUNTS FUNDING ALLOCATION SHEET* #08-25 HEADQUARTERS TRIBAL SHARES

SHAKOPEE

Compact Number: 67G040084

October 1, 2007 to September 30, 2008

OFA GUIDANCE FY 2008

	<u>Amount</u>
TOTAL 106a - Eligible	48,270
OEH	<u>1,448</u>
Sub-Total Per Table #4	49,718
LESS: Retained	(22,215) 1/
Rounding:	<u>2</u>
Net HQ Tribal Shares	<u><u>27,505</u></u> 1/ 2/

RETAINED AMOUNTS IN AFA: 1/

<u>Line No.-Description</u>	<u>Amount</u>
L.120-Clin Supp Ctr - Phx	975
L.126-DIR Support Fund	12,429
L.137-Nat'l DIR Support	5,248
L.201-Dental	373
L.1301-Dir Ops-DIR	1,742
OEHE Support	1,448
 Total Retained Funds	 <u><u>22,215</u></u>

Deborah A. Cuyman 11/9/2007
Systems Accountant, OFA

Date

* Subject to Availability of FY 2008 funds

James D. Car 11/9/2007
Director, OFA

Date

* Subject to Availability of FY 2008 funds

1/ Amounts reflect the FY 2008 Table 4.

2/ Pending FY 2008 Appropriation and Apportionment.

ORIGINAL

SELF-GOVERNANCE FA TABLE

Tribe: Shakopee

FY: 2008 FA #: 67G040084

Date: August 13, 2007

SUB-SUB ACTIVITY	PROGRAM			AREA			HEADQUARTERS			TOTALS		
	FA Amount	Retained Services	Pgm Total Amount to Be Rec'd	FA Amount	Retained Services	Area Total Amount to Be Rec'd	FA Amount	Retained Services	HQ Total Amount to Be Rec'd	FA Amount	Retained Services	FA Total Amount to Be Rec'd
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
(1) Hospitals & Clinics	383,479	0	383,479	41,490	(5,840)	35,650	29,942	(18,491)	11,451	454,911	(24,331)	430,580
(2) Dental	13,250	0	13,250	0	0	0	371	(371)	0	13,621	(371)	13,250
(3) Mental Health	4,060	0	4,060	0	0	0	1,375	0	1,375	5,435	0	5,435
(4) Alcohol & Subst Abuse	90,910	0	90,910	2,530	0	2,530	1,385	0	1,385	94,825	0	94,825
(5) Reimbursements	0	0	0	0	0	0	0	0	0	0	0	0
(6) Public Health Nursing	4,450	0	4,450	0	0	0	591	0	591	5,041	0	5,041
(7) Health Education	570	0	570	0	0	0	721	0	721	1,291	0	1,291
(8) Community Health Reps.	31,050	0	31,050	0	0	0	1,559	0	1,559	32,609	0	32,609
(9) Immunization AK	0	0	0	0	0	0	0	0	0	0	0	0
(10) Direct Operations	0	0	0	0	0	0	10,439	(1,712)	8,727	10,439	(1,712)	8,727
(11) Contr Supp Costs-Direct	13,086	0	13,086	0	0	0	0	0	0	13,086	0	13,086
(12) Contr Supp Costs-Indirect	59,120	0	59,120	0	0	0	0	0	0	59,120	0	59,120
(13) Self-Governance	0	0	0	0	0	0	0	0	0	0	0	0
(14) Other, Services (Annual)	0	0	0	0	0	0	0	0	0	0	0	0
(15) Total, Services	599,975	0	599,975	44,020	(5,840)	38,180	46,383	(20,574)	25,809	690,378	(26,414)	663,964
(16) Contract Health Services	239,640	0	239,640	0	0	0	1,039	0	1,039	240,679	0	240,679
(17) Environ Hlth Support	1,000	0	1,000	23,390	(23,390)	0	0	0	0	24,390	(23,390)	1,000
(18) Facilities Support	0	0	0	1,046	(1,046)	0	0	0	0	1,046	(1,046)	0
(19) OEHE Support	0	0	0	0	0	0	1,448	(1,448)	0	1,448	(1,448)	0
(20) Maint & Improvement	0	0	0	5,904	0	5,904	0	0	0	5,904	0	5,904
(21) Sanit Facilities - Housing	0	0	0	0	0	0	0	0	0	0	0	0
(22) Sanit Facilities - Regular	0	0	0	0	0	0	0	0	0	0	0	0
(23) Equipment	0	0	0	3,529	0	3,529	0	0	0	3,529	0	3,529
(24) Total, Indian Hlth Facil	1,000	0	1,000	33,869	(24,436)	9,433	1,448	(1,448)	0	36,317	(25,884)	10,433
AAO				1,670	0	1,670				1,670	0	1,670
(25) GRAND TOTAL, AFA	840,615	0	840,615	79,559	(30,276)	49,283	48,870	(22,022)	26,848	969,044	(52,298)	916,746

Program line 17: IPP shares

Program line 12: CSC indirect

Certification:

Robert Aitken, Budget Officer, BAO

an amount of \$142,834 of IDC type costs was negotiated but is subject to IHS Manual Part 6 Chapter 3
Date:

SHAKOPEE
Lump Sum Amount for "Indiret Types of Costs"
AFA # 67G040084 for FY2008

POSITION	Salary	Benefits	footnote	% FTE	Indirect per Position
Fac Mgt	\$70,908	\$17,727	3	3%	\$2,836
Prop&Sup	\$45,100	\$11,275	1	20%	\$11,275
Housekeeping	\$28,594	\$7,148	1	50%	\$17,871
Accounting	\$75,992	\$18,998	2	40%	\$37,996
Exec. Mgt/Personnel	\$165,200	\$41,300	2	10%	\$20,650
MIS	\$61,237	\$15,309	1	40%	\$30,618

Sub Total \$121,247

Audit	\$60,000	2	10%	\$6,000
-------	----------	---	-----	---------

Insurance			% of total	
Property	\$111,470	3	3.2	\$3,567
Machinery	\$9,487.00	3	3.2	\$304
Gen liability	\$50,282.00	3	3.2	\$1,609
Auto liability	\$18,649.00	4	2.86	\$533
Auto Phy Damages	\$19,707.00	4	2.86	\$564
Umbrella	\$125,101.00	5		\$1,050
crime	\$5,211.00	3	3.2	\$167
				\$7,793

Total \$142,834

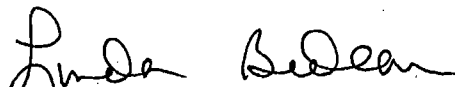
1. The % FTE is based on the HSP/RRM data for a facility of that size. The Tribe does not receive funding for these functions
They are carried out by Tribal employees.
2. The % FTE is calculated at % because the Health Dept is one of 10 Departments that they provide services to.
An example would be the Exec Mgt supervises 10 Departments one of which is the Health Department.
3. Calculated by dividing Health Division space by the total building space. (1,536/48,000=.032)
4. Calculated based on the number of autos assigned to Health div divided by the total vechicles covered.(1 of 35)
5. Umbrilla was calculated by looking at actual cost for umbrilla coverage for Dental and direct medical services.
Nurse practitioner \$250 x 2= \$500, RN \$150 x2=\$300, Dental \$250 x 1= \$250 for a total of \$1050

FY2008 Amount Available for IDC distribution

\$47,495


 Victor Mosser, Area Lead Negotiator

7/23/2007
 Date


 Linda Bedeau, Health Systems Specialist

7-23-07
 Date


 Nina McFadden, Director, Office Self Governance

7-23-07
 Date

Table #4:

HQ PFSA's for FY 2007 TSA and Program Formula Lines **\$ in Pool, Eligible Shares, and Prior Payment**

Based on FY 2006 IHS Appropriation

SHAKOPEEShares Allocable to AFAEligible for 2007**\$47,421****\$47,421****SHAKOPEE**

	\$ Pool	Eligible	Paid in	Elig. in	Leave	Due
TSA PF BB	TSA+PF	Shares	2006	2007	2007	2007

Hospitals & Clinics

			\$55,202,577	\$29,943	\$11,442	\$29,943		
101	Emergency Fund	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,999,499					0
105	Management Initiatives	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$2,064,790					0
106	A.C.O.G. Contract	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$99,227	\$63	\$63	\$63		63
107	H.P./D.P. Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$3,752,916	\$1,011	\$1,011	\$1,011		1011
110	N.E.C.I.	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$1,106,138	\$708	\$708	\$708		708
111	Nurse Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$1,290,538	\$855	\$855	\$855		855
112	Nursing Costeps	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$619,054	\$396	\$396	\$396		396
113	Chief Clinical Consultant	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$278,374	\$178	\$178	\$178		178
115	Emergency Medical Svcs	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$555,138	\$458	\$458	\$458		458
117	Traditional Advocacy Program	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$101,240	\$65	\$65	\$65		65
118	Research Projects	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$1,270,423	\$809	\$807	\$809		809
119	A.A.I.P. Contract	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$26,903	\$17	\$17	\$17		17
120	Clinical Support Center-Phoenix	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$1,622,815	\$955		\$955	955	0
121	Costeps-Non Physicians	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$78,091	\$50	\$50	\$50		50
123	Physician Residency	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$277,565	\$178	\$178	\$178		178
124	Recruitment/Retention	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$2,080,486	\$1,331	\$1,327	\$1,331		1331
125	U.S.U.H.S., etc.	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$3,046,511	\$1,949	\$1,950	\$1,949		1949
126	D.I.R. Support Fund	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$19,266,834	\$12,358		\$12,358	12,358	0
127	Evaluation	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$1,066,511	\$682	\$683	\$682		682
128	National Indian Health Board	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$462,078	\$294	\$294	\$294		294
129	Albuq/HQ Administration	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$889,710	\$453	\$453	\$453		453
130	Nutrition Training Center	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$347,151	\$240	\$240	\$240		240
131	Diabetes Program-Albuq/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$1,245,886	\$831	\$827	\$831		831
132	Cancer Prevention-Albuq/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$704,723	\$473	\$470	\$473		473
133	Health Records	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$137,156	\$69	\$69	\$69		69
134	AIDS Program	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$425,699	\$109	\$109	\$109		109
135	Handicapped Children	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$348,056	\$234	\$234	\$234		234
137	National DIR Support-Albuq/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$8,039,065	\$5,178		\$5,178	5,178	0

Dental Health

			\$5,028,515	\$371		\$371		
201	IHS Dental Program	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$1,000,526	\$371		\$371	371	0
202	IHS Dental Program - PgmFormula	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$4,027,989					

Mental Health

			\$2,187,998	\$1,375	\$1,367	\$1,375		
301	Technical Assistance	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$1,455,692	\$906	\$900	\$906		906
302	C.M.I. Grants	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$625,372	\$400	\$399	\$400		400
303	National Conference	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$106,934	\$68	\$68	\$68		68

Alcohol/Sub. Abuse

			\$3,517,678	\$1,385	\$1,379	\$1,385		
401	Clinical Advocacy	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$2,758,913	\$552	\$546	\$552		552
402	Collaborative Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$758,765	\$833	\$833	\$833		833

Contract Health Care

			\$8,978,220	\$1,039	\$1,011	\$1,039		
--	--	--	--------------------	----------------	----------------	----------------	--	--

SHAKOPEE

				\$ Pool	Eligible	Paid in	Elig. in	Leave	Due
		TSA PF BB	TSA+PF	Shares	2006	2007	2007	2007	
501	Fiscal Intermediary	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$6,466,961	\$0		\$0			0
504	C.H.S. Reserve & Undistributed	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$2,511,259	\$1,039	\$1,011	\$1,039			1,039

Public Health Nursing

			<u>\$3,307,044</u>	<u>\$591</u>	<u>\$592</u>	<u>\$591</u>			
601	Preventive Health Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$909,251	\$591	\$592	\$591			591
602	Preventive Health Initiatives - PgmFo	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$2,397,793						

Health Education

			<u>\$1,115,025</u>	<u>\$721</u>	<u>\$717</u>	<u>\$721</u>			
701	IHS Health Education Program	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$1,115,025	\$721	\$717	\$721			721

CHR

			<u>\$2,397,746</u>	<u>\$1,559</u>	<u>\$1,550</u>	<u>\$1,559</u>			
801	IHS CHR Program	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$2,397,746	\$1,559	\$1,550	\$1,559			1,559

Direct Operations

			<u>\$16,324,732</u>	<u>\$10,439</u>	<u>\$8,663</u>	<u>\$10,439</u>			
1301	Direct Operations - Rockville	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$16,324,732	\$10,439	\$8,663	\$10,439	1,712	8,727	

Facilities & Envr. Hlth. S

			<u>\$6,622,818</u>						
2401	San. Facilities Constr. Support	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,968,375		See Table 4F				333 0
2402	Environ. Health Services Support	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,214,070		See Table 4F				1,046 0
2403	Facilities & Realty Support	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,897,752		See Table 4F				17 0
2404	Facilities Engineering Support	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,145,791		See Table 4F				0 0
2405	Engineering Services Support	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$396,830		See Table 4F				52 0

Other:

Note: For shares in line 2401-2405, please refer to Table 4F to be provided by Area.

TSA	<u>\$77,057,650</u>				
Program Formula	<u>\$27,624,803</u>				48,869
Total	<u>\$104,682,353</u>	<u>\$47,421</u>	<u>\$26,721</u>	<u>\$47,421</u>	

Revised Total

22,022	26,847
--------	--------

The IHS negotiator is responsible for pro-rating Program, Functions, Services Activities (PFSA) amount IF: 1) the Tribe elects not to take 100% of the respective PFSA, and/or 2) the period is not a full year.

Tribal Size Adjustment (TSA) LINES: The amount shown in the Shares column was determined based on the TSA formula during April 1997 (FY 1997 budget). Since then, annual adjustments were made to shares that are proportional to increases/decreases in the IHS appropriations for the relevant budget sub-activity. Annual adjustments will be applied to shares when the new IHS appropriations bill is enacted.

PROGRAM FORMULA (PF) LINES: The amounts shown in the Shares column is determined annually by separate program formula. In many program formula lines, results differ from year to year. If zero shares appear in any program formula line at the time of negotiations, keep in mind that the AFA may (or may not) qualify later in the fiscal year (depending results when the formula is applied). The Facilities and Environmental Health Support, lines 2401 - 2405, are recomputed annually with program formula - Table 4F.

BASE BUDGET (BB) COLUMN: Stable funding level over a multi-year period to operate IHS PFSA's under Title III Compact

TRIBE: SHAKOPEE 10/01/07 09/30/08
 DATE: 5.21.07
 Prepared by Finance Office

BEMIDJI AREA - Pre-Negotiation Sheet
 2008 AFA DETAIL BY ACCOUNT
 Based on 2007 Appropriations

A	B	C	D	E	F	G	H	I
Item Numbers From Tables	AFA SHARES BY AREA ACCOUNT	Sub-Sub	2007 BAO Total Starting Base	2008 Initial Shares	2007 Mandatory Increases	2008 Shares Eligible	2008 Retained Amount	2008 Negotiated Amount
Health Services Account								
301	Area Director	H/C	228,590	3,440		3,440	0	3,440
302	Program Planning	H/C	130,000	1,950		1,950	0	1,950
303	OSD	H/C	329,390	4,950		4,950	0	4,950
304	CMO/OCS Support	H/C	334,100	5,020		5,020	0	5,020
305	Behavioral Health	ASA	168,160	2,530		2,530	0	2,530
306	Recruitment	H/C	87,850	1,320		1,320	0	1,320
307	Non-Contractable	H/C	165,940	5,630		5,630	0	5,630
309	Health Resources Management	H/C	85,270	1,280		1,280	0	1,280
310	Executive Officer & Support	H/C	49,880	750		750	0	750
311	Budget	H/C	261,860	3,940		3,940	0	3,940
312	Contracting	H/C	331,630	4,990		4,990	0	4,990
313	Office Services	H/C	158,310	2,380		2,380	0	2,380
314	MIS	H/C	368,470	5,840		5,840	5,840	0
	TOTAL HEALTH SERVICES ACCOUNT		2,719,450	44,020		44,020	5,840	38,180
AREA OEHE*								
319	Facility Support		193,525	621		621	621	0
320	Environmental Health Support		267,710	4,220		4,220	4,220	0
321	Engineering Services		130,000	425		425	425	0
322	SFC Area		148,496	2,593		2,593	2,593	0
	TOTAL AREA OEHE		739,731	7,859		7,859	7,859	0
AREA MANAGED*								
	Alcohol Reg. Trmt. Ctrs.					0		0
326A	OEHS Sanitarian (Field)		642,503	11,068		11,068	11,068	0
326B	OEHS Sanitarian (District)		160,626	2,532		2,532	2,532	0
327	SFC Field OEHS Engineer		1,878,782	2,977		2,977	2,977	0
328	M&I		2,134,074	5,904		5,904	0	5,904
328A	Equipment		997,159	3,529		3,529	0	3,529
	TOTAL AREA MANAGED		5,813,144	26,010		26,010	16,577	9,433
TRIBES OPERATING UNIT								
	BASE FUNDING		Base	Base	Increases	Eligible	Withheld	Negotiated
	Hospitals & Clinics	H/C	66,929,868	367,419	16,060	383,479	0	363,479
	Dental	DEN	3,445,521	12,370	880	13,250	0	13,250
	Mental Health	M/H	1,877,126	3,620	440	4,060	0	4,060
	Alcohol/Substance Abuse	ASA	8,454,994	66,940	3,970	90,910	0	90,910
	Public Health Nursing	PHN	1,799,175	4,100	350	4,450	0	4,450
	Health Education	HE	512,509	470	100	570	0	570
	Community Health Reps.	CHR	4,194,818	30,380	670	31,050	0	31,050
	Contract Health Service	CHS	34,798,648	239,640		239,640	0	239,640
	Direct Contract Support Costs	DCSC	3,090,876	13,086		13,086	0	13,086
	Indirect Contract Support Costs	IDCSC	9,103,969	59,120		59,120	0	59,120
341	Environmental Health	OEHS	33,000	1,000		1,000	0	1,000
	TRIBES BASE TOTAL		134,240,504	818,145	22,470	840,615	0	840,615
	TOTAL BEMIDJI AREA		143,512,829	896,034	22,470	918,504	30,276	888,228
	Aberdeen Area		280,270	1,670		1,670		1,670
	Technical Assistance						Withheld	
	Supports Clinical Applications Coordinator (CAC)							
	Supports Business Office Coordinator (BOC)							
	Total Technical Assistance					0	0	
	GRAND TOTAL			\$897,704	\$22,470	\$920,174	\$30,276	\$889,898

1/ Indirect Contract Support Costs (IDC) are nonrecurring, must be justified annually, and can only be used for IDC.
 * OEHS funds are based on workload and change each year

Reviewed by Finance: _____ Date: _____

IHS Lead Negotiator:

SUPPORT PACKAGE SELECTION
Identifies Total DIR Shares Available for selected Tribe

Tribal Lead Negotiator:

Name/Site:

TITLE I or V

(DIR worksheet # 3)

Shakopee

	NATIONAL DATABASE SERVICES	TELECOMM. MANAGEMENT SERVICES	SOFTWARE DEVELOPMENT & MAINTENANCE SERVICES	SYSTEM SUPPORT & TRAINING SERVICES	DIR/ITSC RETAINED SHARES
SUPPORT PACKAGE # 1	PREMIER	PREMIER	PREMIER	PREMIER	
Tribal Shares Available	\$2,855 100%	\$6,281 100%	\$7,228 100%	\$2,870 100%	
RE-ENTER Select Share(s)	\$2,855	\$6,281	\$7,228	\$2,870	\$19,234
SUPPORT PACKAGE # 2	REGULAR	REGULAR	REGULAR	REGULAR	
Tribal Shares Available	\$2,284 80.0%	\$4,773 76.0%	\$2,891 40.0%	\$717 25.0%	
RE-ENTER Select Share(s)	\$0	\$0	\$0	\$0	\$0
SUPPORT PACKAGE # 3	ECONOMY	ECONOMY	ECONOMY		
Tribal Shares Available	\$1,599 56.0%	\$2,575 41.0%	\$1,518 21.0%		
RE-ENTER Select Share(s)	\$0	\$0	\$0		\$0
100% ———> TOTAL RETAINED					\$19,234
TOTAL AVAILABLE					\$19,233

OVERVIEW OF SERVICE LEVELS

Based on the above package selection, the Indian Health Service and Tribe have both acknowledged and accept the terms and responsibilities required for effective and efficient service delivery. Should there be a need to modify the level of support, this will be done by designated individuals/teams of each party.

Note: The above support packages are based on aggregate available FY2007 DIR Tribal Shares. It will be left to the discretion of the Lead Negotiator or Area Office Representative to break down the dollar amounts to more detail if required by customer.

SELF-GOVERNANCE FA TABLE

Tribe: Shakopee

FY: 2008 FA #: 67G040084

Date: August 13, 2007

SUB-SUB ACTIVITY	PROGRAM			AREA			HEADQUARTERS			TOTALS		
	FA Amount	Retained Services	Pgm Total Amount to Be Rec'd	FA Amount	Retained Services	Area Total Amount to Be Rec'd	FA Amount	Retained Services	HQ Total Amount to Be Rec'd	FA Amount	Retained Services	FA Total Amount to Be Rec'd
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
(1) Hospitals & Clinics	383,479	0	383,479	41,490	(5,840)	35,650	29,942	(18,491)	11,451	454,911	(24,331)	430,580
(2) Dental	13,250	0	13,250	0	0	0	371	(371)	0	13,621	(371)	13,250
(3) Mental Health	4,060	0	4,060	0	0	0	1,375	0	1,375	5,435	0	5,435
(4) Alcohol & Subst Abuse	90,910	0	90,910	2,530	0	2,530	1,385	0	1,385	94,825	0	94,825
(5) Reimbursements	0	0	0	0	0	0	0	0	0	0	0	0
(6) Public Health Nursing	4,450	0	4,450	0	0	0	591	0	591	5,041	0	5,041
(7) Health Education	570	0	570	0	0	0	721	0	721	1,291	0	1,291
(8) Community Health Reps.	31,050	0	31,050	0	0	0	1,559	0	1,559	32,609	0	32,609
(9) Immunization AK	0	0	0	0	0	0	0	0	0	0	0	0
(10) Direct Operations	0	0	0	0	0	0	10,439	(1,712)	8,727	10,439	(1,712)	8,727
(11) Contr Supp Costs-Direct	13,086	0	13,086	0	0	0	0	0	0	13,086	0	13,086
(12) Contr Supp Costs-Indirect	59,120	0	59,120	0	0	0	0	0	0	59,120	0	59,120
(13) Self-Governance	0	0	0	0	0	0	0	0	0	0	0	0
(14) Other, Services (Annual)	0	0	0	0	0	0	0	0	0	0	0	0
(15) Total, Services	599,975	0	599,975	44,020	(5,840)	38,180	46,383	(20,574)	25,809	690,378	(26,414)	663,964
(16) Contract Health Services	239,640	0	239,640	0	0	0	1,039	0	1,039	240,679	0	240,679
(17) Environ Hlth Support	1,000	0	1,000	23,390	(23,390)	0	0	0	0	24,390	(23,390)	1,000
(18) Facilities Support	0	0	0	1,046	(1,046)	0	0	0	0	1,046	(1,046)	0
(19) OEHE Support	0	0	0	0	0	0	1,448	(1,448)	0	1,448	(1,448)	0
(20) Maint & Improvement	0	0	0	5,904	0	5,904	0	0	0	5,904	0	5,904
(21) Sanit Facilities - Housing	0	0	0	0	0	0	0	0	0	0	0	0
(22) Sanit Facilities - Regular	0	0	0	0	0	0	0	0	0	0	0	0
(23) Equipment	0	0	0	3,529	0	3,529	0	0	0	3,529	0	3,529
(24) Total, Indian Hlth Facil	1,000	0	1,000	33,869	(24,436)	9,433	1,448	(1,448)	0	36,317	(25,884)	10,433
AAO				1,670	0	1,670				1,670	0	1,670
(25) GRAND TOTAL, AFA	840,615	0	840,615	79,559	(30,276)	49,283	48,870	(22,022)	26,848	969,044	(52,298)	916,746
Program line 17: IPP shares Program line 12: CSC indirect Certification: Robert Aitken, Budget Officer, BAO												
an amount of \$142,834 of IDC type costs was negotiated but is subject to IHS Manual Part 6 Chapter 3 Date:												

Pending Passage of an Appropriation
 Act, Funds Are Not Presently Available
 Initial: *DAK* Date: *8.14.07*

Estimated Area and Headquarters Facilities Appropriation Funds for FY 2008 SD/SG Negotiations

Current Funds Manager:	BE, PRIOR LAKE (SHAKOPEE)	Serv Type:	T5
Possible SG Tribe or Org:	Shakopee (Prior Lake)	For Fiscal Year:	2008
Tribes Served:	Shakopee (Prior Lake)		
Comments:			

HQ Line #	Activity Description	AREA				HEADQUARTERS - Facilities Appropriation					
		FY2007 Actual	FY2008 Avail106a1	FY2008 Negotiated	Base Thru	Share Factor	FY2007 Actual	FY2008 Av 106a	FY2008 Calcul	FY2008 Negot	Base Thru
(a)	(b)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
	Maintenance and Improvement (M&I)(2100)										
	1 Routine M&I IHS owned Facility	0	0	0							
	2 Routine M&I Tribally owned Facility	0	6,613	0							
	3 Project M&I IHS owned Facility	0	0	0							
	4 Project M&I Tribally owned Facility	0	0	0							
	a Subtotal Non-base (26)	0	6,613	0							
	b Subtotal base (26)	0	0	0							
2100	Total M&I (26)	0	6,613	0		Calculated on line 2405a					
	5 M&I Environmental Remediation Projects					Available with accepted proposal					
2200	9 Sanitation Facilities (P.L. 86-121 Projs) (00)	Available through amendment process									
2300	10 Health Care Facilities (NEW) (00)					With line item construction project					
	Facilities and Environ Health Support (2400)										
	Environ Health Support Account (EHSA)										
	11 San Fac Constr (SFC) Support - Proj Related	0	4,367	0							
	12 AO SFC Program Mgmt - Proj Related	0	0	0							
	13 SFC Support - Non-project Related	0	1,664	0							
	14 AO SFC Program Management-Non-project Related	0	0	0							
	15 Other:	0	0	0							
	a Subtotal Non-Base (27)	0	6,031	0							
	b Subtotal Base (27)	0	0	0							
	c Subtot HQ-OEHE Support -SFC Non-Base (29)					0.0552	0	333	0	0	
	d Subtotal HQ-OEHE Support -SFC Base (29)						0	0	0	0	
2401	Total HQ-OEHE Support - SFC Related (29)						0	333	0	0	
	16 Environ Health Services - Basic Program	0	18,947	0							
	17 Environ Health Services - Institutional Hlth	0	0	0							
	18 Environ Health Services - Injury Prevention	0	0	0							
	19 AO Environmental Health Services Support	0	0	0							
	20 Other:	0	0	0							
	a Subtotal Non-Base (27)	0	18,947	0							
	b Subtotal Base (27)	0	0	0							
	c Subtot HQ-OEHE Support EHS Non-Base (29)					0.0552	0	1,046	0	0	
	d Subtotal HQ-OEHE Support EHS Base (29)						0	0	0	0	0
2402	Total HQ-OEHE Support - EHS Related (29)						0	1,046	0	0	
	Facilities Support Account (FSA)										
	31 Service Unit Operations	0	0	0							
	32 Biomedical	0	0	0							
	33 AO FSA Support	0	594	0							
	34 AO Real Property Support	0	0	0							
	35 AO Biomedical Program	0	0	0							
	36 M&I Engineering Support	0	425	0							
	37 Other:	0	0	0							
	Total FSA (28)	0	1,019	0							
2403	HQ Facilities and Real Property Support										
	a Total HQ - OEHE Support - FSA Related (29)					0.0167	0	17	0	0	
	b HQ Real Property(based on net # of bldgs transferred to tribe) (29)		0	0		204.71	0	0	0	0	
2404	Facilities Planning and Construction Support					Available with line 2300					
2405	Engineering Services Support										
	a M&I Contracting Services (29)					0.0079	0	52	0	0	
	b New Health Care Facilities (29)					Available with line 2300					
2400	TOTAL Facilities and Environ Support (29)	0	25,997	0			0	1,448	0	0	
2500	Equipment Replacement (01)	0	850	0							
	SubTotal (Non-Base)	0	33,460	0			0	1,448	0	0	
	SubTotal (Base Budget Pilo	0	0	0			0	0	0	0	
d:ver:h	GRAND TOTAL	0	33,460	0			0	1,448	0	0	

ROUTING SLIP

DATE: November 16, 2007

NAME		INITIAL		DATE	
1. Mary Lou Stanton		ms		11/20/07	
2. OTSG		JAPC		11/27/07	
	ACTION		FOR CLEARANCE		PER CONVERSATION
X	APPROVAL		FOR YOUR INFO		NOTE & RETURN
	AS REQUESTED		CIRCULATE		COMMENT
X	SIGNATURE		FILE		

SUBJECT: SUBMISSION OF BEMIDJI AREA, FY 08 FUNDING AGREEMENT FOR: SHAKOPEE MDEWAKANTON SIOUX COMMUNITY

The appropriate clearance certification documents from the ALN, Regional Office of General Counsel, Area Finance, HQ Division of Financial Management, and OTSG have been prepared and are being submitted to the Director, IHS, with recommendations to approve and sign where noted.

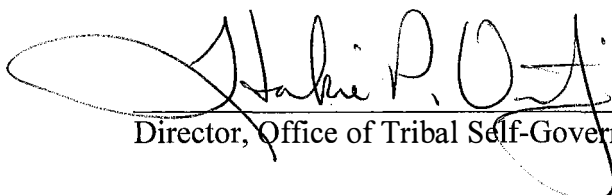
The terms of this Multi Year Funding Agreement are two years, this is year one.

Your attention to this request is appreciated. If you should have any questions, please call.

Please notify OTSG when documents are ready to be picked up. Thank you.

OTSG/Christopher Manydeeds	Room T/240	301-443-7821
----------------------------	------------	--------------

I concur with the recommendation and request approval and signature by the Director, IHS.


Director, Office of Tribal Self-Governance

11/19/2007
Date

**COMPACT OF SELF-GOVERNANCE
FOR INDIAN HEALTH SERVICE PROGRAMS
BETWEEN**

**THE STOCKBRIDGE-MUNSEE COMMUNITY
AND
THE UNITED STATES OF AMERICA**

EFFECTIVE OCTOBER 1, 2010

Article 1 - Authority and Purpose

Section 1.1 - Authority

This Compact of Tribal Self-Governance ("Compact") is entered into by the Secretary of Health and Human Services ("Secretary"), represented by the Director of the Indian Health Service ("Director"), and the Stockbridge-Munsee Community ("Tribe"). It is entered into under the Indian Self-Determination and Education Assistance Act ("Act") (25 U.S.C. § 450 *et seq.*, P.L. 93-638, as amended), as Title V of the Act authorizes the Secretary to carry out a Tribal Self-Governance Program and enter into self-governance compacts and funding agreements (25 U.S.C. § 458aaa *et seq.*, P.L. 106-260, as amended). The Secretary has delegated the authority to enter into such compacts and funding agreements to the Director. The Director, by signing this Compact, commits the Secretary to enter into the Compact and associated Funding Agreement(s) with the Tribe pursuant to Title V of the Act, or as otherwise authorized.

Section 1.2 - Purpose

- (a) This Compact acknowledges the Congressional Findings set forth in 25 U.S.C. § 1601 and is intended to advance the National Indian Health Policy set forth in 25 U.S.C. § 1602.
- (b) The Tribe owns and operates the Stockbridge-Munsee Health and Wellness Center, through which it provides health care services to American Indian people.
- (c) The Tribe has provided such health care services under self-determination contracts with the Indian Health Service ("IHS") for many years, and both parties now wish to enter into this Compact and the associated Funding Agreement(s) to establish a self-governance program to provide funding for the Tribe's health care services.
- (d) This Compact shall be liberally constructed to achieve the purposes of the Self-Governance Program as set forth below:
 - (1) The Compact is to carry out the Self-Governance Program, which deals in the areas of health planning, funding, and program operations within the government-to-government relationship between the Tribe and the United States. Self-Governance encourages innovation in order to improve the government-to-government relationship and promote the autonomy of the Tribe as a government and health care provider.
 - (2) The Compact is to enable the Tribe to plan, conduct, consolidate, redesign and administer programs, services, functions, and activities ("PSFAs") of the IHS under the terms set forth

in the Compact; to reallocate funds for such PSFAs according to the priorities of the Tribe; to provide such reallocated funds for such PSFAs as determined by tribal priorities; to enhance the effectiveness and long-term financial stability of the Tribe; and to streamline or reduce the IHS bureaucracy.

- (3) The Compact is to enable the United States to maintain and improve its unique and continuing relationship with and responsibility to the Tribe through the establishment of a program for tribal self-governance and permit an orderly transition away from federal domination of programs and services.
- (4) The Compact and the associated Funding Agreement(s) transfer to the Tribe the responsibility for the PSFAs of the IHS included in the Funding Agreement to meet the health care needs of its members.
- (5) In fulfilling its responsibilities under the Compact and consistent with the April 29, 1994, Memorandum from the President of the United States of America for the Heads of Executive Departments and Agencies, 59 Fed. Reg. 22951, the Secretary will conduct all relations with the Tribe on a government-to-government basis.

Article 2 - Term, Provisions and Conditions

Section 2.1 - Term and Effective Date

The Compact shall become effective on October 1, 2010, and shall remain in effect for so long as permitted by federal law, provided the Tribe has a Funding Agreement in effect. It shall be subject to renewal as may be provided by law and to termination by mutual agreement, retrocession, or reassumption.

Section 2.2 – Funding Agreement

- (a) The Secretary shall negotiate and enter into a written Funding Agreement with the Tribe. The parties may enter into an annual Funding Agreement or, upon the Tribe's request, the parties may enter into a multi-year Funding Agreement. The parties agree that they shall make every attempt to begin negotiations on such agreements at least 60 days in advance of the conclusion of the preceding Funding Agreement.
- (b) Each Funding Agreement shall remain in full force and effect until a subsequent funding agreement is executed and the terms of the subsequent Funding Agreement shall be retroactive to the end of the term of the preceding Funding Agreement in accordance with 25 U.S.C. § 458aaa-4 (e).
- (c) At the option of the Tribe, the Funding Agreement may specify the recurring funds to be transferred to the Tribe, for such period as may be specified in the Funding Agreement, subject to annual adjustment only to reflect changes in the congressional appropriations, excluding earmarks, on the same basis as other Area tribes.

Section 2.3 - Funding Amount

- (a) Subject to the appropriation of funds by the Congress of the United States, the Secretary shall transfer to the Tribe all funds provided for in the Funding Agreement. The Secretary shall also

provide funding for such periods as covered by Congressional joint resolution for continuing appropriations, to the extent permitted by such resolutions.

- (b) The funding under the Funding Agreement shall be the Tribe's fair share of the IHS's Bemidji Area Office recurring base amount by sub-sub activity, as well as its share for administrative activities, subject to annual adjustment to reflect changes in congressional appropriations.
- (c) Nothing in this Compact shall impair the Tribe's eligibility for new programs or dollars on the same basis as other tribes.
- (d) All funds transferred to the Tribe shall remain available until expended. In the event the Tribe elects to carry over funding from one year to the next, such carryover shall not diminish the amount of funds the Tribe is authorized to receive in subsequent years.
- (e) Income by the Tribe received from Medicare, Medicaid or other programs shall be treated as supplemental funding to that negotiated in the Funding Agreement and may be retained by the Tribe to be expended in the current or future fiscal years, except to the extent that the Indian Health Care Improvement Act (25 U.S.C. § 1601 *et seq.*), as amended, provides otherwise for Medicare and Medicaid receipts. Such funds shall not offset or reduce the amount of funds negotiated to be provided under the Funding Agreement.
- (f) All funds provided under this Compact, the Funding Agreement, or grants made pursuant to Title V of the Act shall be treated as non-Federal funds for purposes of meeting matching or cost participation requirements under any other Federal or non-Federal program.

Section 2.4 - Payment

- (a) Payment shall be made as expeditiously as possible, in compliance with applicable law and regulations, in accordance with the schedule set out in the applicable Funding Agreement.
- (b) In accordance with 25 U.S.C. § 458aaa-7(h), the Tribe shall be allowed to retain interest earned on any funds paid under this Compact and associated Funding Agreement to carry out governmental or health purposes and such interest shall not diminish the amount of funds the Tribe is authorized to receive under its Funding Agreement in the year the interest is earned or in any subsequent fiscal year.

Section 2.5 – Federal Property and Resources, including Motor Vehicles and Supplies

- (a) The Tribe shall have access to Federal property in accordance with 25 U.S.C. § 458aaa-11(c).
- (b) In the event the Tribe elects to carry its obligations hereunder with the use of federal personnel, federal supplies, federal supply sources (including lodging, airline transportation, and other means of transportation such as interagency motor pool vehicles), or other federal resources (including materials available under department procurement contracts), the Secretary shall acquire and transfer such personnel, supplies, or resources to the Tribe in accordance with 25 U.S.C. § 458aaa-7(e).
- (c) With respect to functions transferred by IHS to the Tribe, IHS shall provide goods and services to the Tribe on a reimbursable basis in accordance with 25 U.S.C. § 458aaa-7(f).

Section 2.6 - Retrocession

- (a) In accordance with 25 U.S.C. § 458aaa-5(f), the Tribe may retrocede PSFAs, either fully or partially, to the Secretary. Unless the Tribe rescinds its request, such retrocession shall become effective one year from the date of the request by the Tribe or at such date as may be mutually agreed by the parties.
- (b) The parties agree that the funds allocated for the retroceded PSFAs, which the Tribe has remaining unexpended at the time of a retrocession, shall be made available to the Secretary to provide services for those programs retroceded to the IHS pursuant to this clause.
- (c) In the event of a retrocession, nothing in the Compact shall be construed as preventing the Tribe from submitting a proposal for a grant or contract under Title I of the Act to operate such PSFAs. In such event, the Tribe shall maintain its mature contractor status for such self-determination contract.
- (d) Title to Government-furnished personal and real property with a value of more than \$5,000 at the time of the retrocession, which was provided to the Tribe to perform the retroceded PSFAs and to which the Tribe holds title, shall, at the option of the Secretary, revert to the Department.

Section 2.7 – Reassumption

- (a) In accordance with 25 U.S.C. § 458aaa-6(a)(2), the Secretary shall reassume operation of PSFAs (or portions thereof) and associated funding if there is a specific finding relative to those PSFAs (or portion thereof) of:
 - (1) imminent endangerment of the public health caused by an act or omission of the Tribe, and the imminent endangerment arises out of a failure to carry out this Compact or Funding Agreement negotiated under this Compact; or
 - (2) gross mismanagement with respect to funds transferred to the Tribe by a Compact or Funding Agreement, as determined by the Secretary in consultation with the Inspector General, as appropriate.
- (b) The Secretary shall not reassume operation of PSFAs (or portions thereof) unless the Secretary has first provided written notice and a hearing on the record to the Tribe and the Tribe has not taken corrective action to remedy the imminent endangerment to the public health or gross mismanagement.
- (c) Notwithstanding subparagraph (b) of this section, the Secretary may, upon written notification to the Tribe, immediately reassume operation of a PSFA (or portion thereof) if the Secretary makes a finding of imminent substantial and irreparable endangerment of the public health caused by an act or omission of the Tribe and the endangerment arises out of a failure to carry out the Compact or Funding Agreement negotiated under this Compact. If the Secretary reassumes operation of a PSFA (or portion thereof) under this subparagraph, the Secretary shall provide the Tribe with a hearing on the record not later than 10 days after such reassumption.
- (d) In any hearing or appeal involving a reassumption decision, the Secretary shall have the burden of proof of demonstrating by clear and convincing evidence the validity of grounds for the reassumption.

Section 2.8 – Mature Contractor Status

Should the Tribe elect to operate all or some of the PSFAs previously carried out under the Compact and Funding Agreement(s) under a self-determination contract, the resulting contract shall be a mature self-determination contract (25 U.S.C. § 458aaa-5(g)(3)).

Article 3 - Obligations of the Tribe

Section 3.1 – Consolidation of PSFAs

- (a) With the exception of the specific responsibilities of the Secretary identified and retained in Section 4.2 herein, the Tribe will perform and otherwise be responsible for the PSFAs identified in the Funding Agreement.
- (b) To the extent a PFSA transferred to the Tribe in the Funding Agreement is included within a self-determination contract or grant entered into pursuant to Title I of the Act, or is subject to any obligation arising from such contract or grant, that contract or grant shall be terminated by execution of the appropriate document(s) and the parties' obligations shall be governed by this Compact and the associated Funding Agreement. All funds remaining in such contracts or grants shall be deobligated and reobligated to the Funding Agreement, as necessary to maintain carryover or other funds.

Section 3.2 - Amount of Funds

The total amount of funds the Secretary shall make available to the Tribe to implement the PSFAs shall be set forth in the Funding Agreement in accordance with this Compact and federal law.

Section 3.3 - Tribal Programs and Limitation of Costs

The Tribe shall be responsible for the administration of PSFAs identified in the Funding Agreement to the extent funding is provided. However, the Tribe shall not be obligated to continue performance that requires an expenditure of funds in excess of the amount of funds transferred under the Compact or Funding Agreement. If the Tribe has reason to believe that the funding for a specific activity is insufficient, the Tribe shall provide reasonable notice to the Secretary. If the Secretary does not increase the funding, the Tribe may suspend performance of the activity until such time as additional funds are transferred to the Tribe.

Section 3.4 – Consolidation of Funding From Other Sources

The Tribe may consolidate funding from various sources to enhance PSFAs provided under its Funding Agreement. In such cases, the Tribe shall not be required to separate funds so long as the Tribe can provide sufficient data to permit an acceptable financial audit to be conducted. Nothing in this Provision should be construed as expanding the scope of the PSFAs permitted under 25 U.S.C. § 458aaa-4(b)(2).

Section 3.5 – Redesign, Consolidation and Reallocation

- (a) In accordance with 25 U.S.C. § 458aaa-5(e), the Tribe may redesign or consolidate PSFAs (or portions thereof) included in the Funding Agreement under 25 U.S.C. § 458aaa-4 and reallocate or redirect funds for such PSFAs in any manner which the Tribe deems in the best interest of the health and welfare of the Indian community being served, so long as it does not have the effect of

denying eligibility for services to population groups otherwise eligible to be served under applicable federal law. Reallocation of funds among PSFAs shall not require Secretarial consent.

(b) Funds may not be transferred from one IHS appropriations account to another.

Section 3.6 - Eligibility

In determining eligibility for services, the Tribe shall comply with applicable eligibility provisions in the Indian Health Care Improvement Act, as amended, applicable regulations and other federal law. The parties understand that, in accordance with 25 U.S.C. § 1680c, health services may be provided to individuals who are otherwise not eligible for such services. Payments collected by the Tribe for services to ineligible individuals shall be treated as supplemental funding, shall be credited to the account of the program providing the service, and shall be used for the purposes listed in 25 U.S.C. § 1641. Such payments shall not offset or reduce the amount of funds provided under the Funding Agreement.

Section 3.7 - Health Status Reporting

The Tribe shall report on the health status and service delivery as required by 25 U.S.C. § 458aaa-6(a)(1).

Section 3.9 – Sovereign Immunity

Nothing in this Compact or the Funding Agreement(s) shall be construed as a waiver by the Tribe of its sovereign immunity.

Article 4 - Obligations of the United States

Section 4.1 – Federal Trust and Treaty Responsibilities

Nothing in this Compact or the associated Funding Agreement(s) waives, modifies, or diminishes in any way the trust responsibility of the United States with respect to the Tribe or its members, which exists under treaties, Executive Orders, other laws or court decisions.

Section 4.2 - Retained Programs, Services, Functions and Activities

The Secretary retains responsibility for the PSFAs that are not specifically assumed by the Tribe in the Funding Agreement(s). The Tribe shall continue to be entitled to benefit from all such retained PSFAs, as well as new PSFAs, on the same basis as other Area tribes. The IHS, in consultation with representatives of all tribes, may reorganize to sustain its ability to provide, in the most effective and efficient manner, the PSFAs that have not been included in the Funding Agreement(s).

Section 4.3 - Financial and Other Information

The Secretary shall provide the Tribe with the following financial and other information:

- (a) at the annual Area Pre-negotiation meeting, IHS will provide: annual reports of obligations and allowances, including reports from Headquarters, the Office of Tribal Self-Governance, and the Bemidji Area Office, concerning funds provided to support PSFAs provided by Tribes or tribal organizations under this Compact and funds retained by the IHS to support PSFAs retained by the IHS;

- (b) revisions in such program plans, guidelines, or budgets as they are made; and
- (c) prompt notice of any new PSFAs for which the Tribe may be eligible, including the funding available for such PSFAs.

Section 4.4 – Savings.

To the extent that PSFAs (or portions thereof) carried out by Indian tribes under Title V of the Act reduce the administrative or other responsibilities of the Secretary with respect to the operation of Indian programs and result in savings that have not otherwise been included in the amount of tribal shares and other funds determined under 25 U.S.C. § 458aaa-7(c), the Secretary shall make such savings available to Indian tribes, inter-tribal consortia, or tribal organizations for the provision of additional services to program beneficiaries in a matter equitable to directly served, contracted, or compacted programs.

Section 4.5 – Billing of Indians by Indian Health Service

In accordance with 25 U.S.C. § 1681, the Indian Health Service shall neither bill nor charge those Indians who may have the economic means to pay unless and until such time as Congress has agreed upon a specific policy to do so and has directed the Indian Health Service to implement such a policy.

Article 5 - Other Provisions

Section 5.1 – Designated Officials

On or before the effective date of this Compact, both the Secretary and the Tribe shall provide a written designation of an individual as their representative/liaison to the other. Should one of the parties change its representative/liaison during the term of the Compact, the other party shall be notified in writing.

Section 5.2 - Indian Preference in Employment, Contracting and Subcontracting

The Tribe shall give preference to Indians in training and employment opportunities and in awarding grants and contracts in accordance with tribal employment and contracting preference laws and policies.

Section 5.3 - Federal Tort Claims Act Coverage; Insurance

- (a) For purposes of Federal Tort Claims Act coverage, the Tribe and its employees (including individuals performing personal services contracts with the Tribe to provide health care services) are deemed to be employees of the Federal government while performing work under this Compact. This status is not changed by the source of the funds used by the Tribe to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Tribe.
- (b) Under this Compact, the Tribe's employees may be required, as a condition of employment, to provide health services to non-IHS beneficiaries in order to meet contractual obligations. These services may be provided in either Tribal or non-Tribal facilities. The employee's status for Federal Tort Claims Act purposes is not affected.
- (c) The Tribe may expend funds provided under this Compact and Funding Agreement(s) to purchase insurance and indemnification to the extent that expenditure of funds is supportive of the PSFAs carried out by the Tribe under this Compact and Funding Agreement(s). Such insurance may include

insurance covering the risk of loss of or damage to property used in connection with this Compact and Funding Agreement(s) regardless of the ownership of the property.

Section 5.4 – Records

The Tribe shall maintain a record-keeping system and provide the Secretary with reasonable access to fulfill its obligations under federal law. Unless identified otherwise, tribal records will not be considered to be federal records.

Section 5.5 – Audits

The Tribe shall have an annual single organization-wide audit in accordance with 25 U.S.C. § 458aaa-5(c)(1) and a copy of this audit will be sent to IHS. The Tribe shall apply cost principles as identified under 25 U.S.C. § 458aaa-5(c)(2).

Section 5.6 - Compact Modifications or Amendments

Any modification of this Compact shall be in the form of a written amendment to the Compact and shall require the written consent of the Tribe and the Secretary. A party has 60 days to respond to a written request for modification submitted to its Designated Official. If not approved within 60 days, the parties agree to meet within 30 days to discuss the proposed modification.

Section 5.7 - Disputes

- (a) All disputes between the IHS and the Tribe under this Compact or the associated Funding Agreement shall be subject to the provisions of 25 U.S.C. § 450m-1, and all remedies provided for therein shall be available to the Tribe. Actions and proceedings to enforce the Tribe's rights and the Secretary's obligations under this Compact and the associated Funding Agreement shall be subject to the Equal Access to Justice Act, 5 U.S.C. § 504, as amended, to the same extent as are actions and proceedings involving contracts or grants under the Act.
- (b) In the alternative, or in addition to the remedies and procedures in 25 U.S.C. § 450m-1, the parties may use the processes authorized and encouraged in the Administrative Dispute Resolution Act, 5 U.S.C. § 571 *et seq.*, for formal resolution of disputes arising under this Compact and the associated Funding Agreement.
- (c) The parties may use the "Final Offer" procedures set forth in 25 U.S.C. §458aaa-6(b)-(c).

Section 5.8 - Regulatory Authority

The IHS and the Tribe agree to utilize the following procedures governing the establishment and applications of rules and regulations under this Compact.

- (a) Federal Regulations and Program Guidelines. The Tribe agrees to comply with Federal regulations applicable to Indian tribes, which have been published in the Federal Register, in carrying out the PSFAs under the Funding Agreement. The Tribe is not required to comply with Federal program circular, policy, manual, guidance, or rule adopted by the Indian Health Service, except for those identified in the Compact or Funding Agreement and the eligibility provisions of 25 U.S.C. § 450j(g) and regulations promulgated under 25 U.S.C. § 458aaa-16.

(b) Waiver of Federal Regulations.

- (1) The Tribe may submit a written request to waive application of a regulation promulgated under 25 U.S.C. § 458aaa-16 or the authorities specified in 25 U.S.C. § 458aaa-4(b) for this Compact or a Funding Agreement entered into under this Compact to the Secretary identifying the applicable federal regulation sought to be waived and the basis for the request.
- (2) Not later than 90 days after the Secretary receives the Tribe's written request to waive application of a regulation for this Compact or a Funding Agreement under this Compact, the Secretary shall either approve or deny the requested waiver in writing. The Secretary may deny the request only upon a finding that the identified language in the regulation may not be waived because such waiver is prohibited by federal law. If the Secretary fails to approve or deny the Tribe's waiver request within 90 days of receipt of the request, such failure shall be deemed an approval of the request. The Secretary's decision on a waiver request is the Department's final decision.

Section 5.9 - Interpretation of Laws and Regulations

To the extent feasible, the Secretary shall interpret Federal laws and regulations in a manner that will facilitate this Compact and any associated Funding Agreement. In addition, the provisions of Title V of the Act and this Compact and Funding Agreement(s) shall be liberally construed for the benefit of the Tribe and any ambiguity shall be resolved in the Tribe's favor.

Section 5.10 – Applicability of Tribal Law

- (a) The Tribe shall ensure measures are in place to allow the Tribe to address conflicts of interest in relating to the administration of PSFAs (or portions thereof) in accordance with tribal law and policy.
- (b) The Tribe shall provide administrative and judicial due process rights in accordance with tribal law and in tribal forums as is required by the Indian Civil Rights Act, 25 U.S.C. § 1301 *et seq.*, to persons affected by PSFAs operated pursuant to the Compact and the associated Funding Agreement.
- (c) To the extent that federal law and the applicable canons of construction are not inconsistent, tribal law shall be applied in the performance of the Compact and the powers and decisions of tribal forums shall be respected. This shall not be construed as a waiver of federal sovereign immunity, but shall govern disputes between tribal members, or other persons, and the Tribe regarding services delivery, personnel management or compliance with applicable tribal and Federal authorities regarding Compact operations.

Section 5.11 - Officials Not to Benefit

No member of or delegate to Congress shall be admitted to any share or part of any contract executed pursuant to this Compact, or to any benefit that may arise there from; but this provision shall not be construed to extend to any contract under this Compact if made with a corporation for its general benefit.

Section 5.12 - Covenant Against Contingent Fees

The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Compact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

Section 5.13 - Penalties

As set forth in 25 U.S.C. § 450d, the parties agree that anyone who engages in criminal activities in relation to the funds under the Compact and Funding Agreement(s) shall be subject to criminal penalties.

Section 5.14 - Use of Federal Employees

The provisions of 25 U.S.C. § 450i, as set forth in the individual Memoranda of Agreement and Inter-Governmental Personnel Act Agreements entered into by IHS and the Tribe to assign or detail individuals to the Tribe, shall apply to this Compact and Funding Agreement.

Section 5.15 - Extraordinary or Unforeseen Events

This Compact is intended to obligate the Tribe to carry out all usual and ordinary functions respecting the PSFAs that it is undertaking to assume responsibility for pursuant to its Funding Agreement(s). In the event major unforeseen or extraordinary events occur, as jointly identified by the Tribe and the Secretary, with consequences beyond the control of the Tribe, the Tribe shall have access to additional services and resources to the same extent as such services and resources are available to non-compacting tribes in similar circumstances.

Section 5.16 - Severability

- (a) Except as provided in this section, this Compact shall not be considered invalid, void, or voidable if any section or provision of this Compact is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction.
- (b) If any section or provision of the Compact is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, either party may, at its option, treat this Compact as invalid, void, or voidable in accordance with the provisions of this Compact.
- (c) In the event the parties decide not to treat the Compact as invalid, void, or voidable under subsection (b) of this section, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful, or unenforceable section or provision, in accordance with the provisions of this Compact.

Article 6 - Attachments

Section 6.1 - Approval of the Compact

The resolution of the Tribe approving this Compact is attached.

Section 6.2 - Funding Agreement(s)

- (a) The resolution approving a Funding Agreement will be attached to that Funding Agreement.
- (b) The negotiated and duly approved Funding Agreement identifying the PSFAs and associated resources transferred to Tribe is hereby incorporated in its entirety into this Compact.

Stockbridge-Munsee Community

By: Kimberly M. Vele
Kimberly M. Vele
Tribal President

Date: September 7, 2010

**United States of America
Department of Health and Human Services**

By: Dr. Yvette Roubideaux
Dr. Yvette Roubideaux, M.D., M.P.H.
Director, Indian Health Service

Date: 10/6/10

**FUNDING AGREEMENT
FOR INDIAN HEALTH SERVICE PROGRAMS
BETWEEN
STOCKBRIDGE-MUNSEE COMMUNITY
AND
UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2019**

Section 1 - Preamble.

This Self-Governance Funding Agreement (“Agreement” or “FA”) is entered into by Stockbridge-Munsee Community (“Tribe”) and the Director of the Indian Health Service (“IHS”) for the Secretary of Health and Human Services (“HHS”) of the United States of America pursuant to Title V of the Indian Self-Determination and Education Assistance Act (“Act”), as amended, and governed by the Compact of Self-Governance entered into between the Tribe and the Secretary of Health and Human Services (“Compact”).

The purpose of this Agreement is to set forth the programs, services, functions and activities (“PSFAs”), and their associated resources, to be transferred from the IHS to the Tribe for the funding period of **October 1, 2014 through September 30, 2019**. The Agreement also identifies the PSFAs, and associated resources, to be retained by the IHS for the same funding period. In addition, the Agreement identifies terms and conditions for implementation of this Agreement that supplement those identified in the Compact.

In accordance with 25 U.S.C. § 458aaa-4(e), absent notification from the Tribe that it is withdrawing or retroceding the operation of one or more PSFAs (or portions thereof) identified in the FA, or unless otherwise agreed to by the parties, this FA shall remain in full force and effect until a subsequent FA is executed, and the terms of the subsequent FA shall be retroactive to the end of the term of the preceding FA.

Section 2 - Tribal Programs, Services, Functions and Activities.

The Tribe agrees to administer, provide, or otherwise be responsible for the PSFAs identified below in accordance with the terms of the Compact and this Agreement. To the extent the PSFA descriptions in the Compact or Funding Agreement conflict with the descriptions or definitions provided in the Indian Health Care Improvement Act (“IHCA”), as amended, the IHCA shall prevail unless its descriptions or definitions conflict with the Indian Self-Determination and Education Assistance Act. The Tribe is committed to providing quality health services that will at all times meet applicable standards by maintaining qualified staff, state-of-the-art equipment, a well-functioning physical plant and the continuous supply of medical provisions required to provide quality patient care as defined in the standards of an accreditation organization such as the Joint Commission on Accreditation of Health Care Organizations (JCAHO) or the Accreditation Association for Ambulatory Health Care (AAAHC).

As provided for under 25 U.S.C. 458aaa-5(e) and the Compact, the Tribe may redesign or consolidate PSFAs (or portions thereof) included in this Agreement pursuant to 25 U.S.C. 458aaa-4 and reallocate or redirect funds for such PSFAs (or portion thereof) in any manner the Tribe deems to be in the best interest of the health and welfare of the Indian Community being served, but only if the redesign or consolidation does not have the effect of denying eligibility for services to population groups otherwise eligible to be served under applicable Federal law.

The Tribe will be responsible to provide the following PSFAs:

A. Administrative Services.

1. Administration
2. Health Records
3. Patient Accounts
4. Purchased/Referred Care (PRC) (formerly known as Contract Health Services)
5. Maintenance and Housekeeping
6. Management Information Systems

B. Ambulatory Services.

1. Direct Medical Services
 - a. Medical Services (Physicians, Family Nurse Practitioners and Nurses)
 - b. Laboratory Services
 - c. Radiology Services
 - d. Patient Transportation
2. Pharmacy
3. Direct Dental Care
4. Behavioral Health Services
 - a. Mental Health
 - b. Alcohol and Other Drug Abuse (AODA)
5. Community/Preventative Health Services
 - a. Community Health Nursing Services
 - b. Nutrition Services
 - c. Maternal/Child Health Services
 - d. AIDS Prevention and AIDS Health Education
 - e. Health Education/Prevention/Wellness

C. Home care and community-based services as defined by and authorized under 25 U.S.C. § 1621d, as amended.

1. Assisted Living Services
2. Home- and Community-based Services
3. Hospice Care
4. Long-term Care Services

Section 3 – Eligibility for Services.

Services will be provided to those IHS-eligible persons who meet the requirements set by the Tribe's eligibility policies. In addition, as permitted under 25 U.S.C. § 1680c (c)(2), the

Tribe may provide health services for a fee to persons who are otherwise ineligible so long as it will not result in a denial or diminution of health services to eligible persons. The resolution of the Tribal Council approving this determination appears as ATTACHMENT 5.

To the extent the Tribe's policies are deemed to conflict with applicable law governing eligibility for the IHS services, the Tribe agrees that the IHS may withhold funds as indicated below:

- A. **Direct Services.** In accordance with the Tribe's direct services eligibility policy effective June 19, 2008, individuals of Native American or Alaskan Native descent (but who are not descendants of Stockbridge-Munsee Tribal members) will not be served by the Tribe unless they reside within the Stockbridge-Munsee Reservation and meet certain other delineated requirements. For the purposes of this FA, the Bemidji Area Office ("BAO") could not identify any individuals eligible for direct services pursuant to 42 C.F.R. § 136.12 who were denied access to such services by the Tribe as a result of the Tribe's direct service eligibility policy. Therefore, BAO will retain no funds from this FA related to the Tribe's direct services eligibility policy.
- B. **Purchased/Referred Care (formerly known as Contract Health Services).** In accordance with the Tribe's PRC eligibility policy, effective June 19, 2008, eligible persons for PRC are Stockbridge-Munsee enrolled members and first and second line descendants who reside within the Stockbridge-Munsee Contract Health Services Delivery Area (CHSDA). PRC Program funds in the amount of \$63,119 have been retained to provide PRC to those patients residing within the Stockbridge-Munsee CHSDA who will not be served by the Tribe pursuant its PRC eligibility policy but who are deemed eligible for PRC by BAO pursuant to 42 C.F.R. § 136.23. The IHS and the Tribe negotiated the PRC line item for the FA by agreeing upon a methodology partially based upon the number of PRC patients that the BAO will serve. The IHS and the Contractor agree that this methodology and number shall not be precedent for any other negotiations between them.

Stockbridge-Munsee Community agrees to be bound by 42 CFR part 136, subpart I in the administration and provision of PRC services carried out under this Agreement.

Section 4 - Amounts Available in Fiscal Year 2015.

The amounts available to the Tribe pursuant to the Compact and Title V of the Act, as amended, for Fiscal Year 2015, are listed on ATTACHMENT 1 (the Bemidji Area Pre-Negotiation Sheet, 1 page), ATTACHMENT 2 (the Table of HQ PFSA's, 2 pages), ATTACHMENT 3 (DIR Support Package Selection and OEH Table 4f). The parties to this FA recognize that the total amount of funding in this FA is subject to adjustment based on changes in appropriations by Congressional action in appropriation acts.

The FA funding table has been incorporated into this FA as ATTACHMENT 4 (Funding Certification Table). This table reflects the ending fiscal year total funding levels and will be amended to reflect actual appropriations whether such appropriations are made by means of regular appropriations acts or continuing resolution. Upon enactment of relevant appropriation acts or other law affecting availability of funds to the IHS, the IHS will notify the Tribe and the total amount will be adjusted in accordance with the law. The Tribe shall also be eligible for new services, service increases, mandatories, population growth, health services priority system,

indirect contract support costs, and other non-recurring resources on the same basis as other Area tribes.

Congressional increases that are distributed at the Area level will be distributed based on the Area Tribal Size Adjustment (TSA) percentage for a Tribe calculated using the most recent validated and approved Bemidji Area Patient Count (formerly titled the area user population). For FY2015, the Area TSA percentage was calculated using the Area FY2013 Bemidji Area Patient Count.

It is recognized there may be errors in calculations or other mistakes regarding estimates of tribal funding shares which may need to be adjusted. Both parties agree to take action to correct such errors as they are identified.

A. Direct Program Funding. The available funding for FY 2015 is as follows:

Headquarters Tribal Shares	\$ 143,970
Area Tribal Shares	\$ 48,208
Tribal Base Funding w/Direct CSC	\$ 3,578,666
Indirect Contract Support *	\$ 605,482
Total Shares Eligible for FY 2015:	\$ 4,376,326

* Indirect Contract Support Costs (CSC) is non-recurring and subject to Section 6 of this Agreement. OEH&E funds are program formula shares and will be distributed based on final FY 2014 workload data.

B. Tribal Shares Identified but not Compacted by Tribe. All shares identified but not compacted by the Tribe, including but not limited to, all general and mandatory increases, will be made available to the Tribe by the IHS should the Tribe elect to add these funds to its FA in future years.

C. IHS Funding Currently Not Identified as Tribal Shares. Any funding not identified as Tribal Shares will be made available to the Tribe when those funds are subsequently identified as Tribal Shares.

D. Existing and Future Non-recurring Funds. All new, and previously undistributed, non-recurring funds available for general distribution, will be added to the FA on the same basis as other Area tribes.

E. Other Headquarters Managed Funds. The Tribe is to remain eligible for distribution of Tribal Share Assessments, Management Initiatives, and Emergency funds. Tribal Shares of the Management Initiatives and Emergency Funding shall be based on the IHS Headquarters Tribal Size Adjustment percentage for any balance in a fund at year-end.

Section 5 - Programs Retained.

The IHS will provide for continued connection of the Tribe's Resource and Patient Management System (RPMS), if any, to the IHS RPMS, through the Area Office. The Tribe will provide standard data from the Tribe's RPMS components, including Patient Registration, Patient

Care Component (PCC) or Ambulatory Patient Care (APC), and Contract Health Service Management System (CHSMS).

The Tribe has elected to have the Secretary retain the following programs:

A. Area and HQ MIS & DIR Programs (See, Support Package Selection that is attached as ATTACHMENT 3)

B. Area Office Biomedical Engineering Services

C. Headquarters and Area OEH&E

D. Area Recruitment Services

E. National Indian Health Board

F. N.E.C.I.

G. Area Purchased/Referred Care (formerly known as Contract Health Service Area)

H. Behavioral Health Area

Section 6 - Contract Support Funding.

Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 450j-1 and §458aaa- 7(c). The parties agree that, according to the best data available as of the date of execution of this Agreement, the amount to be paid under the FY covered by this agreement, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 450j-1, is \$1,062,848, including \$457,366 for direct CSC and \$605,482 for indirect CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 450j-1, and, to the extent not inconsistent with the Indian Self-Determination and Education Assistance Act (ISDEAA), as specified in IHS Manual Part 6, Chapter 3 (approved Apr. 6, 2007). The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

Section 6a – New and Expanded PSFA.

The parties agree that if Congress appropriates additional CSC funds, such funds will be distributed in accordance with the applicable IHS CSC Policy (Indian Health Manual – Part 6, Chapter 3). Based upon this understanding, the IHS agrees to transfer the new or expanded PSFAs identified herein to the Tribe.

Section 7 - Special Earmarked Programs, Services and Functions.

The Tribe is not authorized under this Agreement to redesign or to shift or transfer any of the funding for any PSFAs which are subject to special restrictions imposed by appropriations acts.

Section 8 - No Reduction in Programs, Services to Other Tribes.

It is the intent of the parties that pursuant to 25 U.S.C. § 458aaa-14(a), as amended, nothing in this Agreement diminishes any PSFAs to other tribes.

Section 9 - Method of Payment.

Except as provided in subsections A and B below and in the buyback agreement, all funds identified will be paid to the Tribe in one (1) lump sum payment within thirty (30) days of apportionment to HHS with the exception of program formula payments. The PSFA shares that are distributed using a program formula will be paid within 30 days after apportionment of such funds to the Area.

A. Periodic Payments. Payment of funds otherwise due the Tribe under this FA, which are added or identified after the initial payment is made, will be made within 10 working days after distribution methodologies and other decisions regarding payment of those funds have been made by the IHS.

B. Prompt Payments. All payments will be made in a prompt manner and will be subject to the terms of the Federal Prompt Payment Act, 31 U.S.C. § 3901 *et seq.*

Section 10 - Emergency Reserve Funding.

The Tribe will be eligible for a percentage of any Emergency Reserve Funding appropriated but not utilized in the current FY of this FA.

Section 11 - Amendment or Modifications of this Agreement.

Except as otherwise provided by this FA, the Compact, or by law, any modifications of this Agreement shall be in the form of a written amendment and shall require written consent of the Tribe and the Secretary or her authorized representative.

Written consent of the Tribe and the Secretary shall not be required for issuing amendments which result from increases in actual appropriation levels or which represent an increase in funding for PSFAs identified in the Agreement. Such increases include, but are not limited to:

- Program/Area/HQ Mandatories
- Program/Area/HQ End-of-year Distributions
- CHEF, CHS Deferred Services
- Medicare and Medicaid Collections (Medicare and Medicaid Collections are non-recurring and are supplemental to, not a part of, program funding under 25 § U.S.C. 450j-1(a)(1))

When such an increase in funding occurs, the IHS will notify the Tribe of the increase in writing.

Section 12 - Current Commission Corps Personnel.

To the extent permitted by Federal law, the parties to this Compact and FA agree to maintain the current staffing level of Commissioned Corp Officers at 2 Full Time Equivalent positions (FTEs). The parties agree that the terms and conditions of the detail of Commissioned Corp Officers are governed by a separate and independent Memorandum of Agreement and not by this FA.

Section 13 - Waiver of Federal Law and Sovereignty.

Nothing in this FA shall be construed as a waiver of Federal or Tribal sovereign immunity or as an agreement by the IHS to be bound by Tribal Law.

Section 14 - Health Status Reports.

The Tribe agrees to report on the health status and service delivery in accordance with the requirements of 25 U.S.C. § 458aaa-6(a)(1).

Section 15 – Tribal Approval of Agreement.

The resolution of the Tribal Council approving this Agreement appears as ATTACHMENT 6 (Tribal Resolution).

Section 16 – Reassumption.

The parties agree that the Secretary will reassume operation of a PSFA (or portion thereof) and associated funding transferred from the IHS to the Tribe in this Agreement only in the event that the requirements of 25 U.S.C. § 458aaa-6(a)(2) and the Compact are met.

Section 17 – Statutorily Mandated Grants.

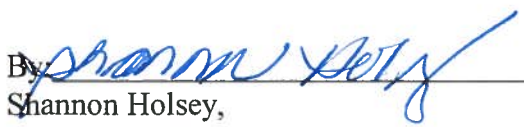
In accordance with 25 U.S.C. § 458aaa-4(b)(2) and its implementing regulations, the parties agree that the Secretary will add any statutorily mandated grant awarded through the IHS to Tribe to this FA, upon written request from the Tribe after such grant has been awarded. Grant funds will be paid to the Tribe as a lump sum advance payment through the Unified Financial Management System (UFMS) grants payment system. The Tribe will use interest earned on such funds to enhance the specific statutory mandated grant program including allowable administrative costs. The Tribe will comply with all the terms and conditions of the grant award for statutory mandated grants, including reporting requirements, and will not reallocate grant funds nor redesign the grant program.


Section 18 - Pharmaceutical Prime Vendor Program.

Pharmaceuticals purchased pursuant to the Pharmaceutical Prime Vendor (PPV) program in accordance with the Federal Supply Schedule (FSS) pricing may be provided to IHS-eligible persons and non-eligible persons for whom service is authorized pursuant to 25 U.S.C. § 1680c, providing that there is a provider-patient relationship between the tribal health program and the person for whom the pharmaceuticals are prescribed, that if a person is referred to an outside provider for care, the tribal health program still retains

its provider-patient relationship with the person, and that the services provided are consistent with services carried out under the compact between the Tribe and the IHS.

THE FOREGOING PROVISIONS OF THIS FUNDING AGREEMENT TO THE COMPACT OF SELF-GOVERNANCE BETWEEN STOCKBRIDGE-MUNSEE COMMUNITY AND THE INDIAN HEALTH SERVICE ARE HEREBY AGREED TO ON THE DATES INSCRIBED BELOW.

By: 
Shannon Holsey,
President
Stockbridge-Munsee Community

By: 
~~Robert G. McSwain,~~ Mary Smith
for Principal Deputy Director
Indian Health Service
Department of Health and Human Services

Date: 5/2/14

Date: 7/26/16

TRIBE: STOCKBRIDGE 10/01/2015-09/30/2016

BEMIDJI AREA - Pre-Negotiation Sheet DRAFT

DATE: 5/27/2015 0:00

2016 FA DETAIL BY ACCOUNT

Prepared by: ALN/BAO POC

Based on 2015 Appropriations

A	B	C	D	E	F	G	H	I
Item Numbers From Table	AFA SHARES BY AREA ACCOUNT	Sub-Sub	2015 Total Starting Base	2015 Initial Shares	2015 Mandatory Increases	2016 Shares Eligible	2016 Retained Amount	2016 Negotiated Amount
	Health Services Account							
301	Area Director	H/C	369,509	7,522		7,522	0	7,522
302	Program Planning	H/C	66,455	1,353		1,353	0	1,353
304	CMO/OCS Support	H/C	149,250	3,038		3,038	0	3,038
305	Behavioral Health	ASA	83,820	1,706		1,706	1,706	0
306	Recruitment	H/C	81,605	1,661		1,661	1,661	0
307	Non-Contractable	H/C	178,172	7,901		7,901	0	7,901
309	Purchased/Referred Care Officer	H/C	70,917	1,444		1,444	1,444	0
310	Executive Officer & Support	H/C	135,413	2,757		2,757	0	2,757
311	Budget	H/C	208,059	4,236		4,236	0	4,236
312	Contracting	H/C	378,541	7,706		7,706	0	7,706
313	Office Services	H/C	82,195	1,673		1,673	0	1,673
314	MIS	H/C	354,288	7,212		7,212	1,803	5,409
	TOTAL HEALTH SERVICES ACCOUNT		2,158,224	48,208		48,208	6,614	41,595
	AREA OEHE*							
319	Facility Support		205,480	7,969		7,969	7,969	0
320	Environmental Health Support		330,979	5,555		5,555	5,555	0
321	Engineering Services		130,000	5,042		5,042	5,042	0
322	SFC Area		380,538	18,805		18,805	18,805	0
	TOTAL AREA OEHE		1,046,997	37,371		37,371	37,371	0
	AREA MANAGED*							
	Alcohol Reg. Trmt. Ctrs.					0		0
326A	OEHS Sanitarian (Field)		794,348	14,699		14,699	14,699	0
326B	OEHS Sanitarian (District)		198,587	3,333		3,333	3,333	0
327	SFC Field OEHS Engineer		2,045,071	30,297		30,297	30,297	0
328	M&I - Includes Pool Project		2,083,184	101,168		101,168	0	101,168
328A	Equipment		943,238	31,177		31,177	0	31,177
	TOTAL AREA MANAGED		6,064,428	180,674		180,674	48,329	132,345
	TRIBES OPERATING UNIT		2015	2015	2015	2016	2016	2016
	BASE FUNDING		Starting Base	Initial Base	Increases	Eligible	Withheld	Negotiated
	Hospitals & Clinics ^{1/}	H/C	97,468,222	1,517,269	2,478	1,519,747	312,456	1,207,291
	Dental	DEN	4,127,306	146,449	0	146,449	0	146,449
	Mental Health	M/H	2,199,281	63,496	0	63,496	0	63,496
	Alcohol/Substance Abuse	ASA	9,813,285	156,787	0	156,787	0	156,787
	Public Health Nursing	PHN	2,101,397	12,679	0	12,679	0	12,679
	Health Education	HE	600,875	2,147	0	2,147	0	2,147
	Community Health Reps.	CHR	4,585,874	121,610	0	121,610	0	121,610
	Purchased/Referred Care ^{3/}	PRC	60,169,939	1,055,374	42,011	1,097,385	63,119	1,034,266
	Direct Contract Support Costs	DCSC	15,327,122	450,163	7,203	457,366	0	457,366
	Indirect Contract Support Costs ^{2/}	IDCSC	20,069,286	592,600	12,882	605,482	0	605,482
341	Environmental Health	OEHS	33,000	1,000	0	1,000	0	1,000
	TRIBE BASE TOTAL		216,495,587	4,119,574	64,574	4,184,148	375,575	3,808,573
	TOTAL BEMIDJI AREA		225,765,236	4,385,827	64,574	4,450,401	467,889	3,982,513
1/	Withheld/Buy Back Services						Withheld	
	MOA \$269,500 + Fee \$13,380 for 2 FTE						282,880	
3/	Disenfranchised - CHS, Area 5.8% (\$60,703 + 15 inc \$2,416 = \$63,119)						63,119	
	Bio-Med Option 1					14,944	14,944	
	Health Information Management (HIM)					5,769	2,885	
	Vista Imaging (Vista)					6,523	3,262	
	Clinical Applications Coordinator (CAC)					2,901	1,451	
	Business Office Coordinator (BOC)					5,738	2,869	
	Meaningful Use					8,333	4,167	
	Pharmacy CAC					10,055	0	
	Total Withheld/Buy Back Service					54,263	312,456	
	GRAND TOTAL			\$4,385,827	\$64,574	\$4,450,401	\$467,889	\$3,982,513

1/ Withheld Pursuant to 25 U.S.C. § 458aaa-7(e) and (f) and 42 C.F.R. § 137.95 for buyback services: BIOMED, HIM, VI, CAC, BOC, MU, RxCAC. Other withheld: MOA

2/ Indirect Contract Support Costs (IDC) are nonrecurring, must be justified annually, and can only be used for IDC.

* OEHE funds are based on workload and change each year

3/ Retained for Disenfranchised.

Reviewed by Finance: _____ Date: _____

ATTACHMENT 2

Table #4
HQ PFSA's for FY 2016 TSA and Program Formula Lines
\$ in Pool, Eligible Shares, and Prior Payment

Based on FY2015 IHS Appropriation

STOCKBRIDGE-MUNSEI				Shares Allocable to AFA			Eligible for 2016	
				\$0	\$0	\$0	\$148,974	
STOCKBRIDGE-MUNSEE				\$ in Pool	Eligible	Paid in	Elig. In	Leave
				TSA+PF	Shares	2015	2016	2016
TSA	PF	BB						Due
								2016
Hospitals & Clinics				\$59,934,948	\$0	\$31,532	\$90,989	\$29,082
								\$61,907
101	Emergency Fund		X	\$3,917,812	\$0	\$0	\$0	0
104	Inter-Agency Agreements			\$0	\$0	\$0	\$0	0
105	Management Initiatives		X	\$2,028,923	\$0	\$0	\$0	0
106	A C O.G. Contract	X		\$97,203	0	169	169	0
107	H/P/D.P. Initiatives	X	X	\$3,429,033	0	2,910	2,910	0
110	N.E.C.I.	X		\$1,091,987	0	0	1,895	1,895
111	Nurse Initiatives	X		\$1,264,180	0	2,195	2,195	0
112	Nursing Costeps	X		\$636,707	0	1,106	1,105	0
113	Chief Clinical Consultant	X		\$273,439	0	475	475	0
115	Emergency Medical Svcs	X		\$458,676	0	796	796	0
117	Traditional Advocacy Program	X		\$99,174	0	172	172	0
118	Research Projects	X		\$1,260,920	0	2,176	2,177	0
119	A.A.I.P. Contract	X		\$26,355	0	45	45	0
120	Clinical Support Center-Phoenix	X		\$1,707,688	0	2,965	2,965	0
121	Costeps-Non Physicians	X		\$80,214	0	138	139	0
123	Physician Residency	X		\$271,905	0	472	472	0
124	Recruitment/Retention	X		\$2,023,608	0	3,512	3,512	0
125	U.S.U.H.S., etc	X		\$3,010,303	0	5,225	5,225	0
126	D.I.R. Support Fund	X		\$24,496,788	0	0	42,527	19,137
127	Evaluation	X		\$1,047,570	0	1,818	1,818	0
128	National Indian Health Board	X		\$452,654	0	0	781	781
129	Albug/HQ Administration	X		\$878,068	0	1,515	1,515	0
130	Nutrition Training Center	X		\$340,197	0	638	638	0
131	Diabetes Program-Albug/HQ	X		\$1,267,694	0	2,294	2,294	0
132	Cancer Prevention-Albug/HQ	X		\$705,701	0	1,284	1,284	0
133	Health Records	X		\$134,359	0	184	184	0
134	AIDS Program	X		\$417,020	0	821	822	0
135	Handicapped Children	X		\$340,947	0	622	622	0
137	National DIR Support-Albug/HQ	X		\$8,175,823	0	0	14,252	7,269
DENTAL HEALTH				\$6,156,316	\$0	\$0	\$1,705	\$0
201	IHS Dental Program	X		\$1,004,238	0	0	1,705	0
202	IHS Dental Program-PgmFormula		X	\$5,152,078				1,705
MENTAL HEALTH				\$2,194,558	\$0	\$3,800	\$3,802	\$0
301	Technical Assistance	X		\$1,478,257	-	2,557	2,558	0
302	C.M.I. Grants	X		\$611,608	-	1,061	1,062	0
303	National Conference	X		\$104,693	-	182	182	0
ALCOHOL/SUB. ABUSE				\$3,687,643	\$0	\$6,450	\$6,449	\$0
401	Clinical Advocacy	X		\$2,907,956	-	5,086	5,086	0
402	Collaborative Initiatives	X		\$779,687	-	1,364	1,363	0
CONTRACT HEALTH CARE				\$10,348,891	\$0	\$4,876	\$5,306	\$0
	C.H.S. Fiscal Intermediary		X	\$7,542,148	0			0
	C.H.S. Reserve & Undistributed	X		\$2,806,743	0	4,876	5,306	0

ATTACHMENT 2

Stockbridge-Munsee

	TSA	PF	BB	\$ in Pool TSA+PF	Eligible Shares	Paid in 2015	Elig. In 2016	Leave 2016	Due 2016
PUBLIC HEALTH NURSING				\$3,262,541	\$0	\$1,559	\$1,558	\$0	\$1,558
601 Preventive Health Initiatives	X			\$898,500	-	1,559	1,558	0	1,558
602 Preventive Health Initiatives-PgmFor		X		\$2,364,041	0	0	0	0	0
HEALTH EDUCATION				\$1,105,739	\$0	\$1,939	\$1,939	\$0	\$1,939
701 IHS Health Education Program	X			\$1,105,739	-	1,939	1,939	0	1,939
CHR				\$2,301,965	\$0	\$4,005	\$4,004	\$0	\$4,004
\$801 IHS CHR Program	X			\$2,301,965	-	4,005	4,004	0	4,004
DIRECT OPERATIONS				\$16,266,999	\$0	\$23,590	\$28,218	\$2,545	\$25,673
1301 Direct Operations-Rockville	X			\$16,266,999	0	23,590	28,218	2,545	25,673
FACILITIES & ENVR.HLTH.S				\$7,970,184	\$0	\$4,061	\$5,004	\$3,950	\$1,054
2401 San.Facilities Constr.Support		X		\$2,355,861	0	2,136	2,632	2,632	0
2402 Environ.Health Services Support		X		\$1,406,900	0	859	1,318	1,318	0
2403 Facilities & Realty Support		X		\$2,296,288	0	214	164	0	164
2404 Facilities Engineering Support		X		\$1,423,277	0	0	890	0	890
2405 Engineering Services Support		X		\$487,858	0	852	0	0	0
OTHER:									

Total Shares

\$0

Eligible for 2016

\$148,974

REVISED TOTAL

\$35,577

\$113,397

The IHS negotiator must pro-rate shares due if: 1) the AFA does not manage 100% of PFSA, and/or 2) the period is not a full year,

Tribal Size Adjustment (TSA) LINES: The amount shown in the Shares column was determined by the TSA formula in April 1997 (FY 1997 budget). Increases and/or decreases are made annually in proportion to the changes in appropriations for the budget sub-activity which are individually applied during budget execution upon receipt of new appropriations.

PROGRAM FORMULA (PF) LINES: The amounts shown in the Shares column is determined annually by separate program formula. In many program formula lines, results differ from year to year. If zero shares appear at negotiations, the AFA may qualify for a portion of program formula funds later in the FY. The Facilities and Environmental Health Support, line 2401 -2405, are recomputed annually with program formula - Table 4F.

BASE BUDGET (BB) COLUMN: Stable funding level over a multi-year period to operate IHS PFSA's under Title V Compact

ATTACHMENT 3

IHS Lead Negotiator:

SUPPORT PACKAGE SELECTION
Identifies Total DIR Shares Available for selected Tribe

Tribal Lead Negotiator:

Name/Site:

TITLE V

(DIR worksheet # 3)

Stockbridge Munsee Co

	NATIONAL DATABASE SERVICES	TELECOMM. MANAGEMENT SERVICES	SOFTWARE DEVELOPMENT & MAINTENANCE SERVICES	SYSTEM SUPPORT & TRAINING SERVICES	DIR/ITSC RETAINED SHARES
<u>SUPPORT PACKAGE # 1</u>	<u>PREMIER</u>	<u>PREMIER</u>	<u>PREMIER</u>	<u>PREMIER</u>	
Tribal Shares Available	\$8,271 100%	\$20,679 100%	\$0 100%	\$0 100%	
RE-ENTER Select Share(s)	\$8,271	\$20,679	\$0	\$0	\$28,950
<u>SUPPORT PACKAGE # 2</u>	<u>REGULAR</u>	<u>REGULAR</u>	<u>REGULAR</u>	<u>REGULAR</u>	
Tribal Shares Available	\$6,617 80.0%	\$15,716 76.0%	\$0 40.0%	\$0 25.0%	
RE-ENTER Select Share(s)	\$0	\$0	\$0	\$0	\$0
<u>SUPPORT PACKAGE # 3</u>	<u>ECONOMY</u>	<u>ECONOMY</u>	<u>ECONOMY</u>		
Tribal Shares Available	\$1,654 56.0%	\$4,963 41.0%	\$0 21.0%		
RE-ENTER Select Share(s)			\$0		\$0
			47% —→	TOTAL RETAINED	\$28,950
				TOTAL AVAILABLE	\$61,407

OVERVIEW OF SERVICE LEVELS

Based on the above package selection, the Indian Health Service and Tribe have both acknowledged and accept the terms and responsibilities required for effective and efficient service delivery. Should there be a need to modify the level of support, this will be done by designated individuals/teams of each party.

Note: The above support packages are based on aggregate available FY2016 DIR Tribal Shares. It will be left to the discretion of the Lead Negotiator or Area Office Representative to break down the dollar amounts to more detail if required by customer.

ATTACHMENT 3

DRAFT

Table 4F

Estimated Area and Headquarters Facilities Appropriation Funds for FY 2016 SD/SG Negotiations

DRAFT

Current Funds Manager:
Possible SG Tribe or Org:
Tribes Served:
Comments:

BE STOCKBRIDGE-MUNSEE
Stockbridge-Munsee
Stockbridge-Munsee

Serv Type: T1
For Fiscal Year: 2016

HQ Line 3	Activity Description	AREA					HEADQUARTERS - Facilities Appropriation					
		FY 2015 Actual	FY 2016 Avail 106a1	FY 2016 Negotiated	Base Thru	Share Factor	FY 2015 Actual	FY 2016 Av 106a	FY 2016 Calcul	FY 2016 Negot	Base Thru	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
		Maintenance and Improvement (M&I)(2100)										
	1	Routine M&I IHS owned Facility	0	0	0	0						
	2	Routine M&I Tribally owned Facility	0	0	0	0						
	3	Project M&I IHS owned Facility	0	0	0	0						
	4	Project M&I Tribally owned Facility	107,424	101,168	0	0						
	a	Subtotal Non-base (26)	107,424	101,168	0	0						
	b	Subtotal base (26)	0	0	0	0						
2100		Total M&I (26)	107,424	101,168	0	0	Calculated on line 2405a Available with accepted proposal					
	5	M&I Environmental Remediation Projects										
2200	9	Sanitation Facilities (P.L. 86-121 Projs) (00)	Available through amendment process									
2300	10	Health Care Facilities (NEW) (00)	With line item construction project									
		Facilities and Environ Health Support (2400)										
		Environ Health Support Account (EHSA)										
	11	San Fac Constr (SFC) Support - Proj Related	0	30,297	0	0						
	12	AO SFC Program Mgmt - Proj Related	0	0	0	0						
	13	SFC Support - Non-project Related	0	18,805	0	0						
	14	AO SFC Program	0	0	0	0						
	15	Management-Non-project Related	0	0	0	0						
	15	Other: otherSFC	0	0	0	0						
	a	Subtotal Non-Base (27)	0	49,102	0	0						
	b	Subtotal Base (27)	0	0	0	0						
	c	Subtot HQ-OEHE Support -SFC Non-Base (29)					0.0536	0	2,632	0	0	
	d	Subtotal HQ-OEHE Support -SFC Base (29)						0	0	0	0	0
2401		Total HQ-OEHE Support - SFC Related (29)										
	16	Environ Health Services - Basic Program	0	23,587	0	0						
	17	Environ Health Services - Institutional Hlth	0	0	0	0						
	18	Environ Health Services - Injury Prevention	0	0	0	0						
	19	AO Environmental Health Services Support	0	0	0	0						
	20	Other: otherEnviron	1,000	1,000	0	0						
	a	Subtotal Non-Base (27)	1,000	24,587	0	0						
	b	Subtotal Base (27)	0	0	0	0						
	c	Subtot HQ-OEHE Support EHS Non-Base (29)					0.0536	0	1,318	0	0	
	d	Subtotal HQ-OEHE Support EHS Base (29)						0	0	0	0	0
2402		Total HQ-OEHE Support - EHS Related (29)						0	1,318	0	0	
		Facilities Support Account (FSA)										
	31	Service Unit Operations	0	0	0	0						
	32	Biomedical	0	0	0	0						
	33	AO FSA Support	8,201	7,969	0	0						
	34	AO Real Property Support	0	0	0	0						
	35	AO Biomedical Program	0	0	0	0						
	36	M&I Engineering Support	5,200	5,042	0	0						
	37	Other: otherFSA	0	0	0	0						
		Total FSA (28)	13,401	13,011	0	0						
2403		HQ Facilities and Real Property Support										
	a	Total HQ - OEHE Support - FSA Related (29)					0.0126	0	164	0	0	
	b	HQ Real Property(based on net # of bldgs transferred to tribe) (29)		0	0	0	235.4827	0	0	0	0	
2404		Facilities Planning and Construction Support					Available with line 2300					
2405		Engineering Services Support										
	a	M&I Contracting Services (29)					0.0088	0	890	0	0	
	b	New Health Care Facilities (29)					Available with line 2300					
2400		TOTAL Facilities and Environ Support (29)	14,401	86,700	0	0		0	5,004	0	0	
2500		Equipment Replacement (01)	31,797	31,177	0	0						
		SubTotal (Non-Base)	153,622	219,045	0	0		0	5,004	0	0	
		SubTotal (Base Budget Pilot)	0	0	0	0		0	0	0	0	
		GRAND TOTAL	153,622	219,045	0	0		0	5,004	0	0	

SELF-GOVERNANCE FA TABLE #1

Tribe: Stockbridge Munsee

FY: 2016

FA#:67G110099

Date:

5/27/2015

SUB-SUB ACTIVITY	PROGRAM			AREA			HEADQUARTERS			TOTALS		
	FA Amount	WITHHELD for Services	Pgm Total Amount to Be Rec'd	FA Amount	Retained Services	Area Total Amount to Be Rec'd	FA Amount	Retained Services	HQ Total Amount to Be Rec'd	FA Amount	Retained Services	AFA Total Amount to Be Rec'd
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
(1) Hospitals & Clinics	1,519,747	312,456	1,207,291	46,502	4,908	41,594	90,989	29,082	61,907	1,657,238	346,446	1,310,792
(2) Dental	146,449	0	146,449	0	0	0	1,705	0	1,705	148,154	0	148,154
(3) Mental Health	63,496	0	63,496	0	0	0	3,802	0	3,802	67,298	0	67,298
(4) Alcohol & Subst Abuse	156,787	0	156,787	1,706	1,706	0	6,449	0	6,449	164,942	1,706	163,236
(5) Reimbursements	0	0	0	0	0	0	0	0	0	0	0	0
(6) Public Health Nursing	12,679	0	12,679	0	0	0	1,558	0	1,558	14,237	0	14,237
(7) Health Education	2,147	0	2,147	0	0	0	1,939	0	1,939	4,086	0	4,086
(8) Community Health Reps.	121,610	0	121,610	0	0	0	4,004	0	4,004	125,614	0	125,614
(9) Immunization AK	0	0	0	0	0	0	0	0	0	0	0	0
(10) Direct Operations	0	0	0	0	0	0	28,218	2,545	25,673	28,218	2,545	25,673
(11) Contr Supp Costs-Direct	457,366	0	457,366	0	0	0	0	0	0	457,366	0	457,366
(12) Contr Supp Costs-Indirect	605,482	0	605,482	0	0	0	0	0	0	605,482	0	605,482
(13) Self-Governance	0	0	0	0	0	0	0	0	0	0	0	0
(14) Other, Services (Annual)	0	0	0	0	0	0	0	0	0	0	0	0
(15) Total, Services	3,085,763	312,456	2,773,307	48,208	6,614	41,594	138,664	31,627	107,037	3,272,635	350,698	2,921,938
(16) Purchased/Referred Care	1,097,385	63,119	1,034,266	0	0	0	5,306	0	5,306	1,102,691	63,119	1,039,572
(17) Environ Hlth Support	1,000	0	1,000	72,689	72,689	0	0	0	0	73,689	72,689	1,000
(18) Facilities Support	0	0	0	13,011	13,011	0	0	0	0	13,011	13,011	0
(19) OEHE Support	0	0	0	0	0	0	5,004	3,950	1,054	5,004	3,950	1,054
(20) Maint & Improvement	0	0	0	101,168	0	101,168	0	0	0	101,168	0	101,168
(21) Sanit Facilities - Housing	0	0	0	0	0	0	0	0	0	0	0	0
(22) Sanit Facilities - Regular	0	0	0	0	0	0	0	0	0	0	0	0
(23) Equipment	0	0	0	31,177	0	31,177	0	0	0	31,177	0	31,177
(24) Total, Indian Hlth Facil	1,000	0	1,000	218,045	85,700	132,345	5,004	3,950	1,054	224,049	89,650	134,399
(25) GRAND TOTAL, FA	4,184,148	375,575	3,808,573	266,253	92,314	173,939	148,974	35,577	113,397	4,599,375	503,467	4,095,909

1/ WITHHELD: MOA; RETAINED: DISENFRANCHISED; BUYBACK SERVICES: CAC, BIOMED OP 1, BOC, MU, Vista, HIM, RxCAC

2/ MIS, RECRUITMENT, CHSO, BH

Certification:

Jeff Bingham, Financial Management Officer, BAO

Stockbridge-Munsee Community

BAND OF THE MOHICAN INDIANS
TRIBAL COUNCIL OFFICES

RESOLUTION

November 17, 2015

No. 013-16

WHEREAS, The Stockbridge-Munsee Community ("Tribe") is a federally recognized Indian tribe governed by the Stockbridge-Munsee Tribal Council pursuant to authority vested in the Council by a Constitution approved in November 1937, as amended;

WHEREAS, The Stockbridge-Munsee Tribal Council has the authority under its Constitution and its inherent rights as a sovereign nation to act on behalf of the Tribe in area of economic affairs and other issues of self-governance;

WHEREAS, The Tribe provides for the health care of its members through a self-governance compact with the Indian Health Service as well as tribal funding;

WHEREAS, The Tribe owns and operates the Stockbridge-Munsee Health and Wellness Center ("Health Center") through which medical, dental, pharmaceutical and behavioral health services are offered;

WHEREAS, The Tribe carries out programs of the United States Department of Health and Human Services, Indian Health Service ("IHS"), pursuant to a compact and funding agreements entered into under the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, as amended;

WHEREAS, Section 813 of the Indian Health Care Improvement Act ("IHCA"), Pub. L. 94-437, as amended in the Patient Protection and Affordable Care Act and codified at 25 U.S.C. § 1680c, authorizes the governing body of an Indian tribe providing health services under a compact to determine whether such health services can be made available to individuals not otherwise eligible for such health services;

WHEREAS, In making such a determination the governing body must determine that the provision of such health services will not result in a denial or diminution of health services to eligible Indians;

WHEREAS, The Tribe has a robust system for obtaining grants and for billing and collection to ensure that it recovers the cost of delivering all health services provided to an individual who is not otherwise entitled to services under the compact and funding agreement;

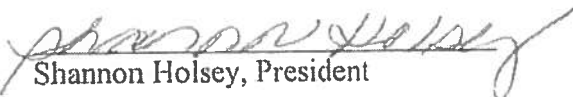
WHEREAS, The Stockbridge-Munsee Tribal Council has determined that the conditions of Section 813, as amended, are satisfied;

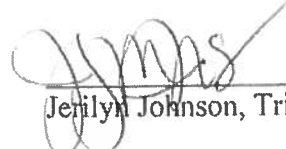
NOW THEREFORE BE IT RESOLVED, the Stockbridge-Munsee Tribal Council hereby authorizes delivery of health services to individuals who are not otherwise eligible for health services in accordance with the requirements of Section 813 of the Indian Health Care Improvement Act, as amended, codified at 25 U.S.C. § 1680c, so long as such services will not result in denial or diminishment of health services to those otherwise entitled to health services under the Tribe's compact and funding agreement with the Secretary of Health and Human Services;

BE IT FURTHER RESOLVED, the Stockbridge-Munsee Tribal Council authorizes the Health Director to monitor the delivery of health services offered pursuant to this Resolution and to report to the Council if, at any time, it appears that offering services pursuant to this Resolution may result in denial or diminishment of services to individuals otherwise eligible for services.

CERTIFICATION

I, the undersigned, as Secretary of the Stockbridge-Munsee Tribal Council, hereby certify that the Tribal Council is composed of 7 members, of whom 7 constituting a quorum, were present at a meeting duly called, noticed and convened on the 17th day of November, 2015 and that the foregoing resolution was duly adopted at such meeting by a vote of 6 members for, 0 members against, and 0 members abstaining, and that said resolution was not rescinded or amended in any way.


Shannon Holsey, President


Jerilyn Johnson, Tribal Secretary

Stockbridge-Munsee Community

BAND OF THE MOHICAN INDIANS

TRIBAL COUNCIL OFFICES

RESOLUTION

December 15, 2015

No. 016-16

WHEREAS, The Stockbridge-Munsee Community is a federally recognized Indian tribe governed by the Stockbridge-Munsee Tribal Council pursuant to authority vested in the Council by a Constitution approved in November 1937, as amended;

WHEREAS, The Stockbridge-Munsee Tribal Council has the authority under its Constitution and its inherent rights as a sovereign nation to act on behalf of the Community in area of economic affairs and other issues of self-governance;

WHEREAS, The Stockbridge-Munsee Community operates the Stockbridge-Munsee Health and Wellness Center that provides health services, including medical, dental, behavioral health, chiropractic, and pharmacy, on the Stockbridge-Munsee Reservation;

WHEREAS, The Stockbridge-Munsee Community has for many years contracted with Indian Health Service ("IHS") to provide such health services;

WHEREAS, The United States Government is responsible for providing a comprehensive health services delivery system for American Indians as provided by treaty obligations, including but not limited to, the Snyder Act of 1921, the Indian Self-Determination and Education Assistance Act of 1975, and the Indian Health Care Improvement Act of 1976;

WHEREAS, The Stockbridge-Munsee Community has entered into a Compact of Self-Governance with IHS that is effective as of October 1, 2010;

WHEREAS, The Tribal Council also wishes to enter into a Funding Agreement for Indian Health Service Programs for a funding period of October 1, 2014 through September 30, 2019, that, among other things, identifies programs, functions, services and activities that will be provided by the Tribe or by IHS, as well as the resources provided by IHS;

WHEREAS, Such Funding Agreement shall remain in full force and effect until a subsequent Funding Agreement is executed; and

WHEREAS, The proposed multi-year Funding Agreement authorizes annual payment to the Tribe by IHS in lump sum payments, with funding in FY2015 in the amount of \$4,043,201 and with funding in FY 2016 in the amount of \$4,075,824.

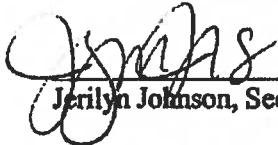
NOW THEREFORE BE IT RESOLVED, that the Stockbridge-Munsee Tribal Council approves and authorizes the Tribal President, or in her absence, the Vice President, to execute the Funding Agreement for Indian Health Service Programs between the Stockbridge-Munsee Community and the United States of America, which is intended for the period from October 1, 2014 through September 30, 2019; and

BE IT FURTHER RESOLVED, that the Funding Agreement is being authorized under protest since the protested funding agreement does not authorize adequate funding to allow the Stockbridge-Munsee Health and Wellness Center to function at the level needed.

CERTIFICATION

I, the undersigned, as Secretary of the Stockbridge-Munsee Tribal Council, hereby certify that the Council is composed of 7 members, of whom 7, constituting a quorum, were present at a meeting duly called, noticed, and held on the 15th day of December, 2015, that the foregoing resolution was duly adopted at such meeting by a vote of 5 for, 0 against, and 1 abstaining.


Shannon Holsey, President


Jerilyn Johnson, Secretary